FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is entered into as of August 12, 2011 by and among Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), and Pomona Holdings, Inc., a Delaware corporation ("Parent").

WHEREAS, the parties hereto are party to that certain Agreement and Plan of Merger, dated June 17, 2011 (the "Merger Agreement"), by and among the Company, Parent and Pomona Merger Corp., a New Jersey corporation and wholly-owned subsidiary of Parent, and, solely for the purposes of Sections 2.7, 5.10, 8.3, 8.4, 8.8, 8.9 and 9.1 and Article 10 thereof, Clement David Pappas and Clement Dimitri Pappas, as the Representatives, and, solely for the purposes of Article 10 thereof, Lassonde Industries Inc., a Canadian corporation;

WHEREAS, the parties hereto, constituting each of the parties necessary to amend the Merger Agreement, desire to amend the Merger Agreement as permitted in Section 10.15 of the Merger Agreement and as set forth herein; and

WHEREAS, Parent and the Company are duly authorized to enter into this Amendment on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1.1 ***Definitions***. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

1.2 ***Amendments***.

(a) Section 1.1 of the Merger Agreement is hereby amended by amending and restating the following definitions to read as follows:

> "Actual Adjustment" means (x) the Closing Date Purchase Price as set forth on the Final Statement of Purchase Price minus (y) the Estimated Purchase Price.
>
> "Net Working Capital" means, as of the open of business on the Closing Date, (a) the "current assets" of the Company and its Subsidiaries less (b) the "current liabilities" of the Company and its Subsidiaries on a consolidated basis (including obligations to employees for accrued and unpaid vacation and pro rata employee bonus accruals), with each item thereof, including reserves, as determined in accordance with the Accounting Principles Consistently Applied; provided, however, that there shall be (x) excluded from "current assets" (including any contra asset accounts) and "current liabilities" (i) any Indebtedness of the Company, (ii) any deferred tax or income tax assets, (iii) any

deferred tax or income tax liabilities, (iv) any fees, expenses or liabilities related to any financing by Parent and its respective Affiliates of the transactions contemplated hereby, (v) any note or account receivable from, or cash advance to, any Former Shareholder or Affiliate thereof, (vi) any intercompany accounts and transactions between the Company and/or any Subsidiary, on the one hand, and another Subsidiary, on the other hand, (vii) any obligations under or accruals relating to the Company SERP or the Retention Bonus Agreements and (viii) any Company Expenses and (y) for the avoidance of doubt, included as a "current liability" the remaining payable to Upper Deerfield Township Sewer Company in respect of past audits relating to the calendar years 2004 through 2009 of sewer usage calculations.

(b) Section 1.1 of the Merger Agreement is hereby amended by adding, in appropriate alphabetical order, the following definitions:

"Closing Date Purchase Price" has the meaning set forth in Section 2.7(b).

"Per Share Cash Surrender Value Consideration" means the amount obtained by dividing (i) the aggregate cash surrender value of the Executive Life Insurance Policies resulting from the liquidation of the Executive Life Insurance Policies in accordance with Section 2.7(f) by (ii) the number of shares of Common Stock outstanding immediately prior to the Effective Time (other than treasury shares).

(c) Section 2.4 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

The certificate of incorporation and by-laws of the Company shall be amended and restated at Closing to read in their entirety as set forth on Exhibits J-1 and J-2, respectively, hereto and shall be the certificate of incorporation and by-laws of the Surviving Corporation until further amended in the manner prescribed by the provisions of the New Jersey Corporation Act.

The form of certificate of incorporation and by-laws of the Company attached to this Amendment as Annex I-A and Annex I-B, respectively, shall be attached to the Merger Agreement as Exhibits J-1 and J-2, respectively, thereto.

(d) Section 2.6(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

Conversion of Common Stock Held by Shareholders. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof or any party hereto, each share of Common Stock issued and outstanding immediately prior to the

Effective Time and held by any shareholder (other than (i) shares held in the Company's treasury and (ii) Dissenting Shares) shall be converted into the right to receive (A) the Per Share Closing Consideration, (B) the Per Share Cash Surrender Value Consideration, (C) the Per Share Holdback Amount and (D) the Per Share Adjustment Amount (the sum of clauses (A), (B), (C) and (D), the "Per Share Merger Consideration"), payable in cash to the holder thereof, without interest thereon, upon surrender of the Stock Certificate formerly representing such share, all in accordance with Sections 2.7 and 2.8 hereof and the Escrow Agreement.

(e) Section 2.6(d) of the Merger Agreement is hereby amended by including, immediately after the reference to "the Per Share Closing Consideration," the following: "the Per Share Cash Surrender Value Consideration,".

(f) Section 2.7(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

Purchase Price. For purposes of this Agreement, "Purchase Price" shall mean a dollar amount equal to (i) $390,000,000, plus (ii) the Net Working Capital Adjustment (which may be a negative number), minus (iii) the amount of Closing Date Indebtedness, minus (iv) the amount of any Company Expenses not paid by the Company or its Subsidiaries prior to the Closing, plus (v) the aggregate cash surrender value of the Executive Life Insurance Policies payable to the Former Shareholders in accordance with Section 2.7(f).

(g) The second sentence of Section 2.7(b) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

The "Estimated Purchase Price" shall be a good faith estimate of each component of the Purchase Price described in Section 2.7(a)(i)-(iv) above (the "Closing Date Purchase Price"), as determined by the Company based upon the Company's most recent financial statements as of the date of such estimate while taking into account to the extent reasonably possible changes in the Company's financial position since the date of such financial statements, and prepared in accordance with the Accounting Principles Consistently Applied and the applicable definitions set forth in this Agreement.

(h) Section 2.7(c)(i) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

to each holder of a Stock Certificate (other than Stock Certificates representing Dissenting Shares) properly surrendered, together with a duly executed Letter of Transmittal, on or prior to the

> Closing Date in accordance with Section 2.8, the Per Share Closing Consideration in exchange for each share of Common Stock formerly evidenced thereby, provided, that, notwithstanding the foregoing, the holders of Stock Certificates who are listed on Exhibit K-1 will receive a duly executed promissory note dated as of the Closing Date from Parent, in the principal amount listed on Exhibit K-1 and substantially in the form attached as Exhibit K-2, and the aggregate Per Share Closing Consideration that such holders would otherwise be entitled to receive under this Section 2.7(c)(i) will be reduced by the principal amount of the promissory note.

Annex II-A and Annex II-B, respectively, to this Amendment shall be attached to the Merger Agreement as Exhibits K-1 and K-2, respectively, thereto.

(i) Each reference in Section 2.7(d) of the Merger Agreement to the defined term "Purchase Price" is hereby amended and replaced with the defined term "Closing Date Purchase Price".

(j) Section 2.7 of the Merger Agreement is hereby amended to include a new Section 2.7(f), which shall read as follows:

> Cash Surrender Value of Executive Life Insurance Policies. On the Closing Date, contemporaneously with the filing of the Certificate of Merger, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, (i) instruct New England Life Insurance to cancel and liquidate the Executive Life Insurance Policies, (ii) assign to the Former Shareholders the Company's rights under the Executive Life Insurance Policies, and (iii) direct the New England Life Insurance Company to promptly pay to each Former Shareholder an amount equal to (x) the number of shares of Common Stock held by such former holder immediately prior to the Effective Time multiplied by (y) the Per Share Cash Surrender Value Consideration. From and after the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation and its Subsidiaries to, take any additional action the Representatives determine reasonably necessary to complete the cancellation and liquidation of the Executive Life Insurance Policies and the payment by the New England Life Insurance Company of the aggregate Per Share Cash Surrender Value Consideration contemplated hereby.

(k) Section 2.8(d) of the Merger Agreement is hereby amended by including, immediately prior to each reference to ", the Per Share Holdback Amount," the following: ", the Per Share Cash Surrender Value Consideration."

(l) Section 5.7(f) of the Merger Agreement is hereby deleted in its entirety and replaced with the following: "[Intentionally omitted.]"

1.3 ***Exhibits***. Exhibit A (Form of Escrow Agreement), Exhibit B (Form of Certificate of Merger), Exhibit H (Form of P-L Holdings Stockholders' Agreement) and Exhibit I (Form of Stock Purchase Agreement) to the Merger Agreement are hereby removed and replaced in their entirety by Annex III, Annex IV, Annex V and Annex VI, respectively, to this Amendment.

1.4 ***Governing Law***. This Amendment shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed wholly within that jurisdiction.

1.5 ***Titles and Headings.*** The titles and captions and table of contents in this Amendment are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Amendment or otherwise affect the meaning or interpretation of this Amendment.

1.6 ***Severability.*** The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

1.7 ***Counterparts***. This Amendment may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or portable document format shall be effective as delivery of a manually executed counterpart to this Amendment.

1.8 ***Effect of Amendment.*** This Amendment shall become effective and binding upon all parties to the Merger Agreement upon execution hereof by the Company and Parent. Except as expressly set forth herein, the amendments provided herein shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Merger Agreement. Except as expressly amended hereby, the Merger Agreement shall continue in full force and effect in accordance with the provisions thereof.

* * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement and Plan of Merger to be duly executed as of the day and year first above written.

CLEMENT PAPPAS AND COMPANY, INC.

By: Dean C. Pappas
Name: Dean C. Pappas
Title: Chief Executive Officer

POMONA HOLDINGS, INC.

By:______________________________
Name: Jean Gattuso
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement and Plan of Merger to be duly executed as of the day and year first above written.

CLEMENT PAPPAS AND COMPANY, INC.

By:______________________________
Name: Dean C. Pappas
Title: Chief Executive Officer

POMONA HOLDINGS, INC.

By: Jean Gattuso
Name: Jean Gattuso
Title: President

ANNEX I-A

[TO BE ATTACHED AS EXHIBIT J-1 TO THE MERGER AGREEMENT]

FORM OF CERTIFICATE OF INCORPORATION OF THE COMPANY

[*see attached*]

C-100A Rev. 3/96

New Jersey Division of Revenue
Restated Certificate of Incorporation
of

Clement Pappas and Company, Inc.

To: Treasurer, State of New Jersey

Pursuant to the provisions of Section 14A:9-5, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following Restated Certificate of Incorporation:

1. Name of Corporation: Clement Pappas and Company, Inc.

2. The purpose(s) for which the corporation is organized is (are):
   The purpose for which the Corporation is organized is to engage in any activity within the purposes for which corporations may be organized under N.J.S.A. 14A:1-1 et seq.

(Use the following if the shares are to consist of one class only.)

3. The aggregate number of shares which the corporation shall have authority to issue is 100 common stock no par value.

(Use the following if the shares are divided into classes, or into classes and series.)

4. The aggregate number of shares which the corporation shall have authority to issue is ______________ itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Class	Series (if any)	Number Shares	Par value per share or statement that shares are without par value

The relative rights, preferences and limitations of the shares of each class and series (if any), are as follows:

(If, the shares are, or are to be divided into classes, or into classes and series, insert a statement of any authority vested in the board of directors to divide the shares into classes or series, or both, and to determine or change for any class or series its designation, number or shares, relative rights, preferences and limitations.)

5. The address of the corporation's current registered office is: (Include zip code) 820 Bear Tavern Road West Trenton,NJ, 08628
   and the name of its current registered agent at such address is: The Corporation Trust Company

6. The number of directors constituting the current board of directors is: 7
   The names and addresses of the directors are as follows:

Names	Address (including zip code)
Please see attached	

7. The duration of the corporation, if other than perpetual, is: Perpetual

8. Other Provisions:

Signature:

Name: Clement David Pappas

Date: 8/12/11

Title: President
(Must be Chair. of Board, Pres., or Vice Pres.)

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

C-100A Rev. 3/96 -- con't
Part 2

Certificate Required to be filed with the
RESTATED CERTIFICATE of INCORPORATION
(For Use by Domestic Corporations)

Pursuant to N.J.S.A.14A:9-5 (5), the undersigned corporation hereby executes the following certificate:

1. Name of Corporation: Clement Pappas and Company, Inc.

2. Restated Certificate of Incorporation was adopted on the 12th day of August , 2011 .

(Use the following clause if the Restated Certificate was adopted by the shareholders.)

3. At the time of the adoption of the Restated Certificate of Incorporation, the number of shares outstanding was: 404,738
The total of such shares entitled to vote thereon, and the vote of such shares was:

Total Number of Shares Entitled to Vote	Number of Shares Voted For	Against
1,130	1,130	0

At the time of adoption of the Restated Certificate of Incorporation, the number of outstanding shares or each class or series entitled to vote thereon as a class and the vote of such shares, was: (if inapplicable, insert none".)

Class or Series	Total Number of Shares Entitled to Vote	Number of Shares Voted For	Against
None			

(Use the following if the Restated Certificate does not amend the Certificate of Incorporation.)

4. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Certificate of Incorporation of this corporation as heretofore amended or supplemented and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

(Use the following if the Restated Certificate further amends the Certificate of Incorporation.)

5. This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by: (insert amendment or amendments adopted. If such amendment is intended to provide for an exchange, reclassification or cancellation of issued shares, insert a statement of the manner in which the same shall be affected.) Amends and replaces Articles First, Second, Third, Fourth Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth.

6. Other Provisions: None

Signature: Cl

Name: Clement David Pappas

Date: 8/12/11

Title: President
(Must be Chair. of Board, Pres., or Vice Pres.)

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

6. The names and addresses of the directors are as follows:

Clement David Pappas	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Clement Dimitri Pappas	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Guy Blanchette	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Jean Gattuso	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Paul-Pierre Lassonde	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Denis Boudreault	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
Nathalie Lassonde	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600

<u>ANNEX I-B</u>

[TO BE ATTACHED AS EXHIBIT J-2 TO THE MERGER AGREEMENT]

FORM OF BY-LAWS OF THE COMPANY

[*see attached*]

AMENDED AND RESTATED BYLAWS OF

CLEMENT PAPPAS AND COMPANY, INC.

ARTICLE I
OFFICES

Section 1. The registered office shall be located at 820 Bear Tavern Road, West Tremont, New Jersey 08628.

Section 2. The corporation may also have offices at such other places both within and without the State of New Jersey as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
SHAREHOLDERS' MEETINGS

Section 1. All meetings of the shareholders shall be held at the principle office of the corporation or at such other place or places, either within or without the State of New Jersey, as may from time to time be selected by the Board of Directors.

Section 2. An annual meeting of shareholders shall be held for the election of directors at such date, time and place as may be designated by resolution of the Board of Directors from time to time. Such other business may be transacted thereat may be specified in the notice of the meeting or as may properly be brought before the meeting.

Section 3. Special meetings of shareholders may be called by the President or the Board of Directors, and shall be called at the request in writing to the President by the holder or holders of note less than ten percent of all shares entitled to vote at the meeting.

ARTICLE III
QUORUM AND VOTING OF STOCK

Section 1. The holders of shares entitled to cast a majority of the votes at a meeting of the shareholders for the transaction of business, represented in person or by proxy, shall constitute a quorum at such meeting except as otherwise provided by the certificate of incorporation or by statute. If however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. Whenever any action, other than the election of directors, is to be taken by vote of the shareholders, it shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon, unless a greater plurality is required by the certificate of incorporation or by statute.

Section 3. Each outstanding share of stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, unless otherwise provided in the certificate of incorporation. A shareholder may vote either in person or by proxy authorized in accordance with law.

Section 4. Except as provided by law, any action required to be taken at a meeting of the shareholders may be taken without a meeting if all the shareholders entitled to vote thereon consent thereto in writing.

Except as provided in the certificate of incorporation and subject to statutory provisions and upon compliance therewith, any action required or permitted to be taken at a meeting of shareholders, other than the annual election of directors, may be taken without a meeting upon the written consent of shareholders who would have been entitled to cast the minimum number of votes which would be necessary to authorize such action at a meeting at which all shareholders entitled to vote thereon were present and voting.

ARTICLE IV
DIRECTORS

Section 1. The number of directors shall be no fewer than one. The number of directors may be fixed from time to time (a) at a meeting of the shareholders called for the purpose of electing directors at which a quorum is present, by the affirmative vote of the holders of shares of stock with a majority of the voting power of the shares represented at the meeting in person or by proxy and entitled to vote generally in the election of directors, or (b) by majority vote of the Board of Directors. No decrease in the number of directors shall change the term of any director in office at the time of such decrease.

Directors need not be residents of the State of New Jersey nor shareholders of the corporation. The directors, other than the first Board of Directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his or her successor shall have been elected and qualified. The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors shall have been elected and qualified.

Section 2. Unless otherwise provided in the certificate of incorporation, any vacancy occurring in the Board of Directors and newly created directorships resulting from an increase in the number of authorized directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director so elected by the Board shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected and qualified.

Any directorship not filled by the Board may be filled by the shareholders at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 3. The business affairs of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books and records of the corporation, except such as are required by statute to be kept at a specific location, at such place or places within or without the State of New Jersey as they may from time to time determine.

Section 5. The Board of Directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the Board of Directors, regular or special, may be held either within or without the State of New Jersey.

Section 2. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the Board of Directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the Board.

Section 4. Special meetings of the Board of Directors may be called by the president on three days' notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Notice need not be given to any director who signs a waiver of notice, whether before or after the meeting.

Section 5. Attendance of a director at any meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by such director. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the entire Board, or of any committee thereof, shall constitute a quorum for the transaction of business, and the act of the majority present at a meeting at which a quorum is present shall be the act of the Board or of the committee.

Section 7. Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken at a meeting of the Board, or any committee thereof, may be taken without a meeting if, prior or subsequent to the action, all members of the Board or of such committee, as the case may be, consent thereto in writing and the written consents are filed with the minutes of the proceedings of the Board or committee.

ARTICLE VI
COMMITTEES OF DIRECTORS

Section 1. The Board of Directors, by resolution adopted by a majority of the entire Board, may appoint from among its members an executive committee and one or more other committees, each of which shall have one or more members. To the extent provided in such resolution or in the certificate of incorporation or in these bylaws, each such committee shall have and may exercise all the authority of the Board of Directors in the management of the corporation, except as otherwise restricted by statute. Vacancies in the membership of a committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. A committee shall keep regular minutes of its proceedings and report the same to the Board when required.

ARTICLE VII
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his or her address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram. Any notice required or permitted pursuant to statute, the certificate of incorporation, these bylaws or any resolution of directors or shareholders may also be given by electronic transmission as provided by statute.

Section 2. Whenever any notice is required to be given under the provisions of statutes or under the provisions of the certificate of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII
OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a president, a secretary and a treasurer. The Board of Directors may also choose one or more vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The Board of Directors at its first meeting after each annual meeting of shareholders shall choose a president, a secretary and a treasurer, none of whom need be a member of the Board.

Section 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by statute to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

THE SECRETARY

Section 8. The secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the

Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he or she shall be. He or she shall have custody of the corporate seal of the corporation and he or she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature.

THE TREASURER

Section 9. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

Section 10. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the corporation.

Section 11. If required by the Board of Directors, he or she shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

ARTICLE IX
CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or, in accordance with statute, shall be uncertificated. Certificates representing shares shall be signed by, or in the name of the corporation, by the chairman or vice-chairman of the Board, or the president or a vice-president and may be countersigned by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. When the corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, relative rights, preferences and limitations of the shares of each class and series authorized to be issued, so far as have been determined, and of the authority of the Board of Directors to divide the shares into classes or series and to determine and change the relative rights, preferences and limitations of any class or series.

Section 2. Any or all of the signatures of the officers of the corporation upon a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of its issue.

LOST CERTIFICATES

Section 3. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. The Board of Directors may fix, in advance, a date for determining the corporation's shareholders with regard to any corporate action or event and, in particular, for determining the shareholders entitled to (a) notice of or to vote at any meeting of shareholders or any adjournment thereof; (b) give a written consent to any action without a meeting; or (c) receive payment of any dividend or allotment of any right. The record date may in no case be more than sixty days prior to the shareholders' meeting or other corporate action or event to which it relates. The record date for a shareholders' meeting may not be less than ten days before the date of the meeting. The record date to determine shareholders entitled to give a written consent may not be more than sixty days before the date fixed for tabulation of the consents or, if no date has been fixed for tabulation, more than sixty days before the last day on which consents received may be counted. If no record date is fixed, the record date for a shareholders' meeting shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held; and the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Board relating thereto is adopted; and the record date for determining the shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of New Jersey, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. When a determination of shareholders of record for a shareholders' meeting has been made as provided in this section, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of New Jersey.

LIST OF SHAREHOLDERS

Section 7. The officer or agent having charge of the transfer books for shares shall make a complete list of the shareholders entitled to vote at a shareholders' meeting, or adjournment thereof. The list may consist of cards arranged alphabetically or any equipment which permits the visual display of the information required by statute. The list (a) shall be arranged in alphabetical order within each class, series, or group of shareholders maintained by the corporation for convenience of reference, with the address of, and the number of shares held by, each shareholder, (b) shall be produced or made available by means of a visual display at the time and place of the meeting and (c) shall be subject to the inspection of any shareholder for reasonable periods during the meeting.

ARTICLE X
INDEMNIFICATION

Section 1. Every person who is or was a director or officer of the corporation shall be indemnified by the corporation if that person acted in good faith and in a manner that was in or not opposed to the best interest of the corporation, including the indemnification permitted by N.J.S. 14A:3-5(8) with respect to any proceeding by or in the right of the corporation, against all liabilities and expenses imposed upon or incurred by that person in connection with any proceeding in which that person may be made, or threatened to be made, a party, or in which that person may become involved by reason of that person being or having been a director or officer or of having served in any capacity with any other enterprise at the request of the corporation, whether or not that person is a director or officer or continues to serve the other enterprise at the time the liabilities or expenses are imposed or incurred.

Section 2. During the pendency of any such proceeding, the corporation shall promptly advance expenses that are incurred, from time to time, by a director or officer in connection with the proceeding, subject to the receipt by the corporation of an undertaking as required by law.

ARTICLE XI
GENERAL PROVISIONS
DIVIDENDS

Section 1. Subject to the provisions of the certificate of incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to statute. Dividends may be paid in cash, in bonds of the corporation, in shares of the corporation or other property including the shares or bonds of other corporations subject to any provisions of law and of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, New Jersey”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XII
AMENDMENTS

Section 1. These bylaws may be altered, amended, or repealed or new bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, subject to any provision in the certificate of incorporation reserving to the shareholders the power to adopt, amend, or repeal bylaws, but bylaws made by the Board may be altered or repealed and new bylaws made by the shareholders. The shareholders may prescribe that any bylaw made by them shall not be altered or repealed by the Board.

ANNEX II-A

[TO BE ATTACHED TO EXHIBIT K-1]

FORMER SHAREHOLDERS RECEIVING MERGER CONSIDERATION PROMISSORY NOTES

Former Shareholder:	Principal Amount:
TRUSTEE OF CLEMENT DAVID PAPPAS 2009 IRREVOCABLE TRUST	$9,653,896.55
TRUSTEE OF EDWARD L.B. PAPPAS 2009 IRREVOCABLE TRUST	$6,972,258.62
TRUSTEE OF ZACHARY P. PAPPAS 2009 IRREVOCABLE TRUST	$4,826,948.28
TRUSTEE OF CLEMENT DIMITRI PAPPAS 2009 IRREVOCABLE TRUST	$7,508,586.21
TRUSTEE OF T/U/A OF DEAN C. PAPPAS DATED FEBRUARY 3, 2009, AS AMENDED	$2,145,310.34

ANNEX II-B

[TO BE ATTACHED TO EXHIBIT K-2]

FORM OF MERGER CONSIDERATION PROMISSORY NOTE

PROMISSORY NOTE

US $____________________ Carneys Point, New Jersey
August __, 2011

FOR VALUE RECEIVED, the undersigned, **POMONA HOLDINGS, INC.,** a Delaware corporation (together with its successors and assigns, the "**Maker**"), promises to pay, **ON DEMAND** (subject to the conditions set forth below), to [**INSERT REINVESTING TRUST NAME]**, (the "Payee"), at One Collins Drive, Suite 200, Carneys Point, New Jersey, or such other address as the Payee may from time to time designate to the Maker in writing, the principal sum of ______________________ Dollars (US $________________).

This Promissory Note is issued to Payee in lieu of a portion of the cash Per Share Closing Consideration otherwise payable to Payee pursuant to that certain Agreement and Plan of Merger, dated June 17, 2011, by and among the Company, Parent and Pomona Merger Corp., a New Jersey corporation and wholly-owned subsidiary of Parent, and, solely for the purposes of Sections 2.7, 5.10, 8.3, 8.4, 8.8, 8.9 and 9.1 and Article 10 thereof, Clement David Pappas and Clement Dimitri Pappas, as the Representatives, and, solely for the purposes of Article 10 thereof, Lassonde Industries Inc., a Canadian corporation, as amended by that certain First Amendment to Agreement and Plan of Merger dated August __, 2011 between Clement Pappas and Company, Inc. and Maker (as so amended, the "**Merger Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Merger Agreement.

Unpaid principal shall be paid on demand by the Payee. Interest shall not accrue on unpaid principal.

Maker hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. No delay on the part of the Payee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Demand Loan Note shall in any event be effective against the Payee or the Maker unless the same shall be in writing and signed and delivered by such party.

This Promissory Note may not, without the prior written consent of the Maker or pursuant to the Stock Purchase Agreement to be entered into pursuant to Sections 6.2(q) and 6.3(f) of the Merger Agreement, be assigned or transferred, by operation of law or otherwise, and any attempted assignment or transfer shall be null and void *ab initio.*

This Promissory Note shall bind the Maker and its successors and assigns and inure to the benefit of the Payee and its permitted successors and assigns.

THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, U.S.A. WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

POMONA HOLDINGS, INC.

By: ________________________________
Name:
Title:

ANNEX III

[TO BE ATTACHED AS EXHIBIT A TO THE MERGER AGREEMENT]

FORM OF ESCROW AGREEMENT

[*see attached*]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of August 12, 2011 (this "Escrow Agreement") by and among Pomona Holdings, Inc., a Delaware corporation ("Parent"), Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Clement David Pappas and Clement Dimitri Pappas, as the Representatives and together with the Parent and Company each a "Party" and together, the "Parties"), and JPMorgan Chase Bank, N.A., as escrow agent (the "Escrow Agent").

Background

A. Pursuant to the Agreement and Plan of Merger, dated as of June 17, 2011 (the "Merger Agreement"), by and among the Company, Parent, Pomona Merger Corp., a New Jersey corporation and wholly-owned subsidiary of Parent ("Newco"), and, solely for the purposes of Sections 2.7, 5.10, 8.3, 8.4, 8.8, 8.9 and 9.1 and Article 10 of the Merger Agreement, Clement David Pappas and Clement Dimitri Pappas, as the Representatives, and, solely for the purposes of Article 10 of the Merger Agreement, Lassonde Industries, Inc., a Canadian corporation, Newco is being merged with and into the Company, with the Company continuing as the surviving corporation (the "Surviving Corporation").

B. This Escrow Agreement is entered into pursuant to, and as a condition of, the closing (the "Closing") of the transactions contemplated by the Merger Agreement. Pursuant to the Merger Agreement, the parties hereto are entering into this Escrow Agreement in order to provide for the deposit of funds with the Escrow Agent that will be held and disbursed as herein provided.

C. Defined terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Merger Agreement.

Agreement

THEREFORE, in consideration of the respective agreements and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

ESCROW PROCEDURES

1.1 Escrow Funds.

(a) Parent hereby deposits with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt of, the sum of $30,000,000 in cash (the "Escrow Amount"), which Escrow Amount Parent has delivered pursuant to the Merger Agreement. The Escrow Amount has been delivered by wire transfer of immediately available funds to an account designated by the Escrow Agent in writing to Parent.

(b) The Escrow Amount shall be held by the Escrow Agent in a separate and segregated account (the "Escrow Account") in trust for the benefit of Parent and the Former Shareholders as provided in this Escrow Agreement.

(c) The Escrow Amount deposited with the Escrow Agent as provided by Section 1.1(a) and the income earned on such funds together shall constitute the "Escrow Funds." The Escrow Funds shall be held, invested and administered in accordance with the terms and provisions of this Escrow Agreement.

1.2 Appointment of Escrow Agent. The Representatives, on behalf of the Former Shareholders, the Company and Parent hereby appoint the Escrow Agent as Escrow Agent in accordance with the terms and conditions of this Escrow Agreement, and the Escrow Agent, by signing this Escrow Agreement, accepts the appointment as Escrow Agent and agrees to hold, safeguard and distribute all Escrow Funds in accordance with the terms and conditions of this Escrow Agreement.

1.3 Investments; Distributions; Tax Reporting.

(a) Pending disbursement and release of the Escrow Funds, the Escrow Agent shall invest the Escrow Funds in such Permitted Investments (as hereinafter defined) as the Representatives, from time to time, shall instruct in writing herein or separately in writing from time to time. For purposes of this Escrow Agreement, "Permitted Investments" shall mean interest-bearing accounts, a JPMorgan money market account (MMDA), United States government securities, certificates of deposit or such other instruments or securities as may be mutually agreed upon by Parent and the Representatives and as shall be acceptable to the Escrow Agent. In the event that the Escrow Agent shall not have received a separate written direction for investment for any moneys in the Escrow Funds, the Escrow Agent shall invest the Escrow Funds in an MMDA account identified on Schedule 4 hereto. Except as otherwise provided in this Section 1.3, the Escrow Agent shall have no duty, responsibility or obligation to invest any funds or cash held in the Escrow Funds other than in accordance with this Section 1.3. The Escrow Agent shall have no liability or responsibility for any investment losses with respect to Permitted Investments, including, without limitation, any market loss on any Permitted Investment liquidated (whether at or prior to maturity) in order to make a payment required under this Escrow Agreement. MMDA have rates of compensation that may vary from time to time based upon market conditions. Instructions to make any other investment ("Alternative Investment") must be in writing and shall specify the type and identity of the investments to be purchased and/or sold. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable agency fee in connection with each transaction. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Funds or the purchase, sale, retention or other disposition of any investment described herein.

In the event that a JPMorgan Money Market Mutual Fund (collectively, "MMMF") is selected in writing by the Parties and acceptable to the Escrow Agent, such selection will be based upon the Representatives' independent review of prospectuses previously delivered to the Parties. The Parties acknowledge that an affiliate of Escrow Agent, JPMorgan Asset Management, serves as investment manager for the selected MMMF and receives fees from the invested funds for services rendered by Escrow Agent as further provided within this Escrow Agreement.

Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Alternative Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. Escrow Agent has no responsibility whatsoever to determine the market or other value of any Alternative Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an Alternative Investment.

(b) As and when any amount is needed for a payment pursuant to this Escrow Agreement, the Escrow Agent shall cause a sufficient amount of the Escrow Funds, to the extent remaining, to be converted into cash.

(c) For purposes of federal and other taxes based on income, each of the Former Shareholders is intended to be, and shall be treated as, the owner of the Escrow Funds in an amount equal to such Former Shareholder's Common Stock Ownership Percentage as outlined on Schedule 3 hereto multiplied by the amount of the Escrow Funds. Any and all interest or other income accrued with respect to the Escrow Account shall be for the account of the Former Shareholders and shall be distributed from the Escrow Account to each of the Former Shareholders on a quarterly basis in an amount equal to such Former Shareholder's Common Stock Ownership Percentage as outlined on Schedule 3 hereto multiplied by the total amount of accrued and posted interest and other income. All interest or other income earned under this Escrow Agreement shall be reported by the Escrow Agent to such Former Shareholders and, as and to the extent required by law, by the Escrow Agent to the Internal Revenue Service ("IRS"), or any other taxing authority, on IRS Forms 1099 or 1042-S (or other appropriate form) as income earned from the Escrow Account by the Former Shareholders whether or not said income has been distributed during such year. The Former Shareholders and Parent shall file Tax Returns consistent with such treatment, it being understood that the Escrow Agent shall not be responsible for any Tax reporting responsibilities of Parent or the Former Shareholders. Notwithstanding the foregoing, the Escrow Agent shall, for each calendar year (or portion thereof) that the escrow is in existence, report the income of the escrow to each of the Former Shareholders in accordance with their respective ownership percentages on IRS Forms 1099-INT, if applicable, or such other applicable IRS Forms for reporting payments to U.S. persons. The sole Tax reporting obligation of the Escrow Agent shall be to file appropriate versions of IRS Forms 1099-INT or other applicable forms with the IRS with respect to income earned on funds held in the Escrow Account and provide copies thereof to the Former Shareholders. The parties further agree that any distributions made pursuant to Section 1.4 or Section 1.5 shall be from the Escrow Amount and net of distributions and payments made pursuant to this Section 1.3(c).

(d) The Parties have provided the Escrow Agent with their respective fully executed IRS Forms W-8, or W-9 and/or other required documentation. In addition, the Representatives have provided the Escrow Agent with IRS Forms W-9 or W-8 for all of the Former Shareholders. Escrow Agent shall withhold any taxes required by law in the absence of proper tax documentation, shall issue IRS Forms 1099 or 1042-S disclosing the amount of any taxes so withheld to the appropriate Former Shareholders, and shall remit such taxes to the appropriate authorities. The Parties hereby represent and warrant to the Escrow Agent that (i) there is no sale or transfer of an United States real property interest (as defined under Section 897(c)) in the underlying transaction giving rise to this Escrow Agreement that is subject to withholding under Code Section 1445; and (ii) such underlying transaction does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

1.4 Distribution Out of Escrow Account to Surviving Corporation.

(a) Parent Release Demand.

(i) If, prior to the Escrow Release Date (as hereinafter defined), from time to time there is any amount due to the Surviving Corporation under Section 2.7 of the Merger Agreement or any of the Parent Indemnitees under Article 8 of the Merger Agreement, Parent may deliver to the Escrow Agent and the Representatives a written notice in the form of Exhibit A attached hereto executed by an officer of Parent (a "Parent Release Demand") as indicated on Schedule 1 hereto, which sets forth (A) a statement that the Surviving Corporation is either (1) due amounts under Section 2.7 of the Merger Agreement or (2) entitled to indemnification for Losses (as defined in the Merger Agreement) pursuant to Article 8 of the Merger Agreement, (B) a complete description of the facts giving rise to the claim in regards to which payment is sought, including the provisions of the Merger Agreement upon which such claim is based, (C) a specification of the amount due to the Surviving Corporation (the "Release Demand Amount"), (D) a statement that Parent has simultaneously given a copy of such Parent Release Demand to the Representatives in accordance with the notice provisions of Section 3.1 and (E) a request that the Escrow Agent disburse the Release Demand Amount by wire transfer in immediately available funds in accordance with the instructions set forth therein. If the Escrow Agent has not received a written notice from the Representatives (an "Objection Notice") objecting to the release of the Release Demand Amount on or before 5:00 P.M., New York time on the twentieth (20^{th}) day after (but not including) the date on which such Parent Release Demand is deemed given to the Escrow Agent and the Representatives under Section 3.1 below, then the Escrow Agent shall promptly (and in no event later than two (2) Business Days) thereafter release and disburse the Release Demand Amount from the Escrow Account to the Surviving Corporation in accordance with the Parent Release Demand. The Escrow Agent shall assume that the Parent Release Demand was delivered to the Representative on the same Business Day that it has received the Parent Release Demand for purposes of any Objection Notice deadline.

(ii) If an Objection Notice is delivered to the Escrow Agent prior to the end of the applicable twenty (20)-day period, then the Escrow Agent shall not release and disburse the Release Demand Amount to Parent. The Representatives shall deliver a copy of such Objection Notice simultaneously to Parent in accordance with the notice provisions of Section 3.1.

(iii) In the event that the Representatives deliver an Objection Notice, the Escrow Agent shall within two (2) Business Days after receipt thereof disburse and release to Parent from the Escrow Account the portion of the Release Demand Amount not objected to, if any, and shall continue to hold the remaining portion of the Release Demand Amount unless the Escrow Agent receives (x) a written notice executed by the Representatives and Parent (a "Joint Direction") directing the Escrow Agent to release and deliver the Release Demand Amount or portion thereof as specified in such Joint Direction or (y) a certificate substantially in the form of Exhibit B attached hereto (a "Judgment Certificate") executed by Parent or the Representatives accompanied by (1) a non-appealable, final judgment of a court of competent jurisdiction or (2) with respect to amounts due under Section 2.7 of the Merger Agreement, the final determination of the Accounting Firm delivered in accordance with Section 2.7 of the Merger Agreement.

(iv) If a Joint Direction or Judgment Certificate is delivered to the Escrow Agent in accordance with this Escrow Agreement, then the Escrow Agent shall release and disburse the remaining portion of the Release Demand Amount in accordance with such Joint Direction or Judgment Certificate no later than two (2) Business Days after delivery of such Joint Direction or Judgment Certificate to the Escrow Agent.

(v) The Parties hereby acknowledge that any Release Demand Amount to be disbursed to the Surviving Corporation pursuant to this Section 1.4 may be subject to such additional requirements as the Lenders may require pursuant to the documentation governing the Financing (it being understood that no such requirements shall apply to any amounts payable to the Representatives or Former Shareholders hereunder).

1.5 Escrow Period; Distribution Out of Escrow Account to the Former Shareholders.

(a) The Escrow Account shall be in existence immediately following the Closing on the date hereof and shall continue until 12:01 a.m., Eastern time, on the eighteen month anniversary of the date hereof (such date, the "Escrow Release Date," and the period from Closing until the Escrow Release Date, the "Escrow Period").

(b) On the Business Day immediately succeeding the Escrow Release Date, the Escrow Agent shall release and disburse to the Former Shareholders (or, if directed in writing by the Representatives at least two (2) Business Days prior to the Escrow Release Date, to the Representatives on behalf of the Former Shareholders) all of the remaining Escrow Funds (less the Goldman Percentage (as defined below)) less any Release Demand Amounts subject to any pending Parent Release Demand.

(c) In connection with all distributions from the Escrow Funds to or for the benefit of the Former Shareholders (except for any distributions of interest or other income accrued with respect to the Escrow Account in accordance with Section 1.3(c)), the Escrow Agent shall withhold and deduct from each such distribution a percentage of such disbursement to be set forth in writing by the Representatives no later than two Business Days prior to such distribution along with the payment instructions for such payment to Goldman Sachs & Co. (the

"Goldman Percentage"). The Escrow Agent shall distribute the Goldman Percentage of such distribution to Goldman, Sachs & Co. concurrently with the distribution of the remainder of such distribution to or for the benefit of the Former Shareholders. For the avoidance of doubt, (x) except for any distributions of interest or other income accrued with respect to the Escrow Account in accordance with Section 1.3(c), the Escrow Agent shall not pay any amounts from the Escrow Funds to or for the benefit of the Former Shareholders prior to the payment of the Goldman Percentage to Goldman, Sachs & Co., and (y) the Goldman Percentage only applies to distributions of the Escrow Funds to or for the benefit of the Former Shareholders and is not payable in connection with any distributions by the Escrow Agent which are not for ultimate payment to the Former Shareholders.

(d) Retained Amounts.

(i) In the event that on the Escrow Release Date there is a pending Parent Release Demand (an "Outstanding Release Demand") for a Release Demand Amount (the aggregate of such Release Demand Amounts, the "Retained Amounts"), the Escrow Agent shall continue to hold the Retained Amounts unless the Escrow Agent receives a Joint Direction or Judgment Certificate directing the Escrow Agent to release and deliver the Retained Amounts or a portion thereof as specified in such Joint Direction or Judgment Certificate. Upon resolution with respect to each claim underlying the Outstanding Release Demands, Parent and the Representatives shall promptly deliver a Joint Direction to the Escrow Agent instructing the Escrow Agent to reimburse the applicable Parent Indemnitee for the amount of the related Loss, if any, specified in such Joint Direction from the Escrow Account and release the remaining amounts retained in connection with such Outstanding Release Demand to the Former Shareholders (or, if directed in writing by the Representatives, to the Representatives on behalf of the Former Shareholders). If the resolution with respect to a claim underlying the Outstanding Release Demands is made by judgment referred to in a Judgment Certificate, either party may deliver such Judgment Certificate to the Escrow Agent whereupon the Escrow Agent shall act in accordance with the provisions of Section 1.5(d)(ii).

(ii) If a Joint Direction or Judgment Certificate is delivered in accordance with this Escrow Agreement after the Escrow Release Date, the Escrow Agent shall release and disburse the Retained Amounts (subject to receipt of the Goldman Percentage pursuant to Section 1.5(c)) or a portion thereof in accordance with such Joint Direction or Judgment Certificate no later than two (2) Business Days after receipt of such Joint Direction or Judgment Certificate by the Escrow Agent.

(iii) If there is an Outstanding Release Demand then, at the end of each calendar quarter, Parent shall provide the Escrow Agent and the Representatives with a written update in which Parent shall set forth (x) whether the claims underlying any Outstanding Release Demand have been resolved and (y) a description providing in reasonable detail the status of the claims underlying each Outstanding Release Demand as of such date.

1.6 Joint Direction. Notwithstanding any other provision of this Escrow Agreement but subject to receipt of the Goldman Percentage pursuant to Section 1.5(c), the Escrow Agent shall deliver all or any part of the Escrow Funds in accordance with the terms of any Joint

Direction except to the extent an order of a court of competent jurisdiction by which the Escrow Agent is bound prohibits the Escrow Agent from complying with the terms hereof.

ARTICLE II

THE ESCROW AGENT

2.1 Rights and Responsibilities of the Escrow Agent.

(a) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature, and it shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, any or all of the parties to this Escrow Agreement.

(b) If (i) any Escrow Funds are at any time attached, garnished or levied upon under any court order, (ii) the payment of any such Escrow Funds shall be stayed or enjoined by any court order, or (iii) any order, judgment or decree shall be made or entered by any court affecting such Escrow Funds or any part thereof, then and in any of such events, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, judgment or decree that it is advised by legal counsel is binding upon the Escrow Agent whether with or without jurisdiction. The Escrow Agent shall notify Parent and the Representatives of any such order, judgment or decree that it becomes aware of. If the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties to this Escrow Agreement by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(c) The Escrow Agent shall not be liable for any act taken or omitted under this Escrow Agreement if taken or omitted by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent’s gross negligence or willful misconduct was the primary cause of any loss to any Party. The Escrow Agent’s sole responsibility shall be for the safekeeping, investment and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document that it in good faith believes to be genuine and shall have no responsibility for the genuineness or content of any report specified therein as being what such notice, demand, certificate or document purports it to be. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Merger Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice. The Escrow Agent shall not be liable to any Party, any beneficiary or other person for refraining from acting upon any instruction setting forth, claiming, containing, objecting to, or related to the transfer or distribution of the Escrow Account, or any portion thereof, unless such instruction shall have been delivered to the Escrow Agent in accordance with Section 3.2 below and the Escrow Agent has been able to satisfy any applicable security procedures as may be required thereunder. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Account, including, without limitation, the Escrow Funds, nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event that the Escrow Agent shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto which, in its reasonable opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a direction in writing by the Parties which eliminates such ambiguity or uncertainty to the satisfaction of Escrow Agent or by a final and non-appealable order or judgment of a court of competent jurisdiction. The Parties agree to pursue any redress or recourse in connection with any dispute under the Merger Agreement without making the Escrow Agent a party to the same. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(d)

(i) The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least thirty (30) days written notice to the Representatives and Parent. Any amounts held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation shall be delivered to a successor escrow agent. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as Escrow Agent hereunder except for liability arising in connection with its bad faith, gross negligence or willful misconduct. Upon their receipt of notice of resignation from the Escrow Agent, the Representatives and Parent shall use reasonable efforts to designate a successor Escrow Agent. In the event the Representatives and Parent do not agree upon a successor Escrow Agent within thirty (30) days after the receipt of such notice, the Escrow Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. Escrow Agent’s sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent’s obligations hereunder shall cease and terminate. By mutual written agreement, the Representatives and Parent shall have the right to terminate the appointment of the Escrow Agent, or successor Escrow Agent, as Escrow Agent.

(ii) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

2.2 Statements; Notice of Disbursements. The Escrow Agent shall on a monthly basis mail to the Representatives and Parent a written account statement of all transactions relating to the Escrow Account and the balance thereof.

2.3 Compensation and Expenses.

(a) The Parties agree jointly and severally (i) to pay the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, along with any fees or charges for accounts, including those levied by any governmental authority which the Escrow Agent may impose, charge or pass-through, which unless otherwise agreed in writing shall be limited to only those described in Schedule 2 attached hereto, and (ii) to pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance, modification and termination of this Escrow Agreement. The obligations set forth in this Section 2.3 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Escrow Agreement

(b) The Parties agree among themselves that the Escrow Agent Fees and Expenses shall be divided equally between the Parent, individually, and the Representative on behalf of the Former Shareholders, collectively.

2.4 Indemnification. The Parties hereto hereby agree, jointly and severally, to indemnify the Escrow Agent and its affiliates and their respective successors, assigns, agents and employees (the “Indemnitees”) and hold it harmless from any and against all liabilities, losses, action, suits or proceedings at law or in equity and any other expenses, fees, or charges of any character or nature, including, without limitation, reasonable attorneys’ fees, that the Escrow Agent may incur by reason of its acting as the Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account or arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Escrow Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except in the case of any Indemnitee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been primarily caused by the bad faith, gross negligence or willful misconduct of such Indemnitee, or (ii) its following any instructions or other directions, whether joint or singular, from the Parties, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnity obligations set forth in this Section 2.4 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Escrow Agreement. In so agreeing to indemnify and hold harmless and reimburse the Escrow Agent, the Parties hereto intend thereby to cover all losses, claims, damages, liabilities and reasonable expenses, including costs of investigation, counsel fees, and disbursements, that may be imposed upon the Escrow Agent or incurred in connection with its acceptance of appointment as the Escrow Agent hereunder or the performance of its duties hereunder. Parent, the Company and the Representatives agree that any payments made to the

Escrow Agent under this Section 2.4, whether made by Parent and the Company, on the one hand, or the Representatives, on the other hand, or both, are to be borne in equal amounts by Parent, on the one hand, or the Representatives, on the other hand, and hereby grant to each other a right of contribution to effect the same. The terms of this Section 2.4 shall survive termination of this Escrow Agreement.

ARTICLE III

MISCELLANEOUS

3.1 Notices. All notices or other communications required or permitted hereunder shall be in writing and except for communications from the Parties setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to funds transfer instructions (all of which shall be specifically governed by Section 3.2 below), shall be deemed to be duly given after it has been received and the receiving party has had a reasonable time to act upon such communication if it is sent or served (i) by personal delivery; (ii) by facsimile; (iii) by overnight courier; or (iv) by prepaid registered mail, return receipt requested, to the appropriate notice address set forth below, or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested:

(a) If to Parent and the Company:

Pomona Holdings, Inc.
c/o Lassonde Industries, Inc.
755 Principale
Rougemont, Quebec J0L 1M0
Attn: Jean Gattuso
Fax No.: (450) 469-1366

with a copy to (which shall not constitute notice):

Squire, Sanders & Dempsey (US) LLP
4900 Key Tower
127 Public Square
Cleveland, OH 44114
Attn: Laura D. Nemeth
Fax No.: (216) 479-8780

(b) If to the Representatives:

Clement David Pappas
c/o Clement Pappas and Company, Inc.
1 Collins Drive
Suite 200
Carneys Point, NJ 08069
Facsimile: (856) 455-8746
Attention: Clement David Pappas

Clement Dimitri Pappas
c/o Clement Pappas and Company, Inc.
1 Collins Drive
Suite 200
Carneys Point, NJ 08069
Facsimile: (856) 455-8746
Attention: Clement Dimitri Pappas

with a copy to (which shall not constitute notice):

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104
Attention: Carmen J. Romano, Esq.
R. Jeffrey Legath, Esq.
Fax No.: (215) 994-2222

(c) If to the Escrow Agent:

JPMorgan Chase Bank, N.A.
4 New York Plaza, 21st Floor
New York, NY 10004
Attention: Gregory P. Shea/Sandra Frierson
Fax No.: 212-623-6168

Notwithstanding the above, in the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. For purposes of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

3.2 Security Procedures. Notwithstanding anything to the contrary as set forth in Section 3.1, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Article I of this Escrow Agreement, may be given to the Escrow Agent only by confirmed facsimile and no instruction for or related to the transfer or distribution of the Escrow Funds, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction by facsimile at the number provided to the Parties by the Escrow Agent in accordance with Section 3.1 and as further evidenced by a confirmed transmittal to that number.

(a) In the event funds transfer instructions are received by the Escrow Agent by facsimile, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of Parent's authorized representatives identified in Schedule 1, the Escrow Agent is hereby authorized both to receive written instructions from and seek confirmation of such instructions by telephone call-back to any one or more of Parent's executive officers, ("Executive Officers"), which shall include the titles of President, Treasurer and Secretary, as the Escrow Agent may select. Such "Executive Officer", as the case may be, shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Parent or Representatives to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated.

(b) The Company acknowledges that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to the Surviving Corporation under this Escrow Agreement without a verifying call-back as set forth in Section 3.2(a) above:

The Surviving Corporation's Bank account information:	Bank name: BMO Harris Bank N.A. Bank Address: 111 West Monroe St, Chicago, IL 60603 ABA number: 071000288 Account name: Clement Pappas & Company, Inc. Account number: 2227254

The Representatives acknowledge that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to the Representatives under this Escrow Agreement:

Representatives' Bank account information:	Bank name: PNC Bank Bank Address: 222 N. Broad St, Woodbury, NJ 08096-5603 ABA number: 0312 076 07 Account name: Clement David Pappas and Clement Dimitri Pappas Account number: 804-823-9105

(c) The Parties acknowledge that the security procedures set forth in this Section 3.2 are commercially reasonable.

3.3 Assignment; Successors and Assigns; No Third Party Rights. Except as indicated in Section 2.1(d)(ii) this Escrow Agreement may not, without the prior written consent of the other parties hereto, be assigned by operation of law or otherwise, and any attempted assignment shall be null and void; provided, that this Escrow Agreement may be assigned at or following the Closing as collateral to the Lenders in connection with the Financing; provided, further, that the foregoing shall not relieve Parent or the Company or the Representatives of their obligations hereunder. Subject to the foregoing, this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. This Escrow Agreement shall be for the sole benefit of the parties to this Escrow Agreement and their respective heirs, successors, permitted assigns and legal representatives and is not intended, nor shall be construed, to give any Person, other than the parties hereto and their respective heirs, successors, assigns, any legal or equitable right, remedy or claim hereunder.

3.4 Amendment. This Escrow Agreement may be amended, modified and supplemented by a written instrument authorized and executed on behalf of the Parties and the Escrow Agent at any time with respect to any of the terms contained herein.

3.5 Failure or Indulgence not Waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or any other right. All rights and remedies existing under this Escrow Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

3.4 Governing Law; Consent to Jurisdiction, Etc. This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New York. In connection with any suit, action or other proceeding arising out of or relating to this Escrow Agreement, the events giving rise to this Escrow Agreement or any transaction contemplated hereby, the parties hereto hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and in the absence of such Federal jurisdiction, the parties consent to be subject to the exclusive jurisdiction of the state courts located in New York, New York, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the parties (i) waives the defense of inconvenient forum, (ii) agrees not to commence any suit, action or other proceeding arising out of or relating to this Escrow Agreement, the events giving rise to this Escrow Agreement or any transaction contemplated hereby other than in any such court, and (iii) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by law. Each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's address set forth in Section 3.1 above shall be effective service of process for any claim, action or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 3.5 or otherwise. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgment), or other legal process, such Party shall not claim, and it hereby irrevocably waives, such immunity. Each Party and the Escrow Agent further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. A person who is not a party to this Escrow Agreement shall have no right to enforce any term of this Escrow Agreement. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Escrow Agreement shall be enforced as written. Except as expressly provided in Section 2.4 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Escrow Agreement or any funds escrowed hereunder.

3.5 Counterparts. This Escrow Agreement may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Escrow Agreement by facsimile or portable document format shall be effective as delivery of a manually executed counterpart to this Escrow Agreement.

3.6 Waiver of Offset Rights. Except as expressly set forth herein, the Escrow Agent hereby waives any and all rights to offset that it may have against the Escrow Funds including, without limitation, claims arising as a result of any claims, amounts, liabilities, costs, expenses, damages or other losses that the Escrow Agent may be otherwise entitled to collect from any party to this Escrow Agreement (whether in connection with this Escrow Agreement or otherwise).

3.7 Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

[Signature Page Directly Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the day and year first above written.

POMONA HOLDINGS, INC.

By: ________________________________
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.

By: ________________________________
Name:
Title:

REPRESENTATIVES:

____
Clement David Pappas

____
Clement Dimitri Pappas

JPMORGAN CHASE BANK, N.A.

By: ________________________________
Name:
Title:

SCHEDULE 1

Telephone Number(s) and authorized signature(s) for

Person(s) Designated to give Funds Transfer Instructions

If from Parent:

	Name	Telephone Number	Signature
1.	______________________	______________________	______________________
2.	______________________	______________________	______________________
3.	______________________	______________________	______________________

If from the Representatives:

	Name	Telephone Number	Signature
1.	______________________	______________________	______________________
2.	______________________	______________________	______________________
3.	______________________	______________________	______________________

Telephone Number(s) for Call-Backs and

Person(s) Designated to Confirm Funds Transfer Instructions

If from Parent:

	Name	Telephone Number
1.	______________________	______________________
2.	______________________	______________________
3.	______________________	______________________

If from the Representatives:

	Name	Telephone Number
1.	______________________	______________________
2.	______________________	______________________
3.	______________________	______________________

All funds transfer instructions must include the signature of the person(s) authorizing said funds transfer.

SCHEDULE 2

J.P.Morgan

[redacted]

Account Acceptance Fee . . . . …...$WAIVED
Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

One Time Administration Fee $2,500.00
The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

Extraordinary Services and Out-of Pocket Expenses
Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Bank's then standard rate. Disbursements, receipts or investments exceeding 25 items per year may be treated as extraordinary services thereby incurring additional charges. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees and other charges, including those levied by any governmental authority.

Disclosure & Assumptions

- Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review. JPMorgan reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or conditions or other factors change from those used to set our fees.

- The escrow deposit shall be continuously invested in a JPMorgan Chase Bank money market deposit account ("MMDA") or a JPMorgan Chase Bank Cash Compensation account. MMDA and Cash Compensation Accounts have rates of compensation that may vary from time to time based upon market conditions. The Annual Administration Fee would include a supplemental charge up to 25 basis points on the escrow deposit amount if another investment option were to be chosen.

- The Parties acknowledge and agree that they are permitted by U.S. law to make up to six (6) pre-authorized withdrawals or telephonic transfers from an MMDA per calendar month or statement cycle or similar period. If the MMDA can be accessed by checks, drafts, bills of exchange, notes and other financial instruments ("Items"), then no more than three (3) of these six (6) transfers may be made by an Item. The Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a money market deposit account.

- Payment of the invoice is due upon receipt.

Compliance

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account. We may ask for information that will enable us to meet the requirements of the Act.

SCHEDULE 3

(Former Shareholders names addresses and Ownership Percentages in Excel Format)

SCHEDULE 4

[JPMORGAN MONEY MARKET ACCOUNT DESCRIPTION]

Pomona Holdings/Clement Pappas & Co/Representatives Escrow   A/C # 983617598

EXHIBIT A

PARENT RELEASE DEMAND

[*Date*]

[Escrow Agent]
[ ]
[ ]
Attention: **[•]**

Re: Demand for Payment under Section 1.4(a)(i) of the Escrow Agreement, dated ____________________ ("Escrow Agreement"), among Pomona Holdings, Inc. ("Parent"), Clement Pappas and Company, Inc. (the "Company"), Clement David Pappas and Clement Dimitri Pappas as the Representatives, and JPMorgan Chase Bank, N.A., as escrow agent ("Escrow Agent")

Ladies and Gentlemen:

Parent hereby demands payment of the sum of [$_____________] ("Release Demand Amount") from the Escrow Account in connection with [amounts due to the Surviving Corporation under Section 2.7 of the Merger Agreement] *OR* [a claim for indemnification pursuant to Article 8 of the Merger Agreement] dated [________________] among Clement Pappas and Company, Inc., Parent and [Newco, Inc.] (the "Merger Agreement"), and hereby certifies as follows:

1. [The Surviving Corporation is due $[____________] under Section 2.7 of the Merger Agreement] *OR* [Parent is entitled to indemnification for Losses (as defined in the Merger Agreement) pursuant to Article 8 of the Merger Agreement] based upon the following:

[*a complete description of the facts that gave rise to the claim, including the provisions of the Merger Agreement upon which such claim is based*]

2. The Release Demand Amount represents not more than the amount [due to the Surviving Corporation under Section 2.7 of the Merger Agreement] *OR* [of any known Losses for which Parent is entitled to indemnification].

3. Parent has requested the Representatives to execute a Joint Direction directing the Escrow Agent to release and disburse the Release Demand Amount to Parent, and the Representatives have either failed or refused to execute such Joint Direction.

4. Parent has simultaneously given a copy of this Parent Release Demand to the Representatives in accordance with the notice provisions of Section 3.1 of the Escrow Agreement.

5. By reason of the foregoing, Parent is entitled to be paid the Release Demand Amount from the Escrow Account, provided that the Escrow Agent has not received any Objection Notice from the Representatives made in accordance with Section 1.4(a)(i) of the Escrow Agreement.

6. Please disburse the Release Demand Amount in accordance with the following instructions:

[*Insert Wiring Instructions*]

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Escrow Agreement unless the context otherwise requires.

[PARENT]

By:____________________________
Name:
Title:

cc: Clement David Pappas
[ ]
[ ]
Attn:
Fax No.:

Clement Dimitri Pappas
[ ]
[ ]
Attn:
Fax No.:

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104
Attention: Carmen J. Romano, Esq.
R. Jeffrey Legath, Esq.
Fax No.: (215) 994-2222

EXHIBIT B

JUDGMENT CERTIFICATE

[*Date*]

[Escrow Agent]
[ ]
[ ]
Attention: **[•]**

Re: Judgment Certificate under Section 1.4(a)(iii) of the Escrow Agreement, dated ____________________ ("Escrow Agreement"), among Pomona Holdings, Inc. ("Parent"), Clement Pappas and Company, Inc. (the "Company"), Clement David Pappas and Clement Dimitri Pappas as the Representatives, and JPMorgan Chase Bank, N.A., as escrow agent ("Escrow Agent")

Ladies and Gentlemen:

In reference to the Escrow Agreement, the undersigned hereby certifies to the Escrow Agent and [Parent/the Representatives] that:

1. Attached is [a non-appealable, final judgment of a court of competent jurisdiction ordering payment to [Parent/the Representatives] of the sum of $[___________] *OR* the final determination of the Accounting Firm reflecting payment due to the Surviving Corporation of the sum of $[___________] pursuant to Section 2.7 of the Merger Agreement] and you are instructed to follow the instructions contained therein.

2. [Parent/The Representatives] [has/have] requested [the Representatives/Parent] to execute a Joint Direction directing the Escrow Agent to release and disburse $[___________] to [Parent/The Representatives], and [the Representatives/Parent] [have/has] either failed or refused to execute such Joint Direction.

3. [Parent/The Representatives] [has/have] simultaneously given a copy of this Judgment Certificate simultaneously to [Parent/the Representatives] in accordance with the notice provisions of Section 3.1 of the Escrow Agreement.

4. By reason of the foregoing, [Parent/the Representatives] [is/are] entitled to be paid $[___________] from the Escrow Account.

5. Please disburse $[___________] in accordance with the following instructions:

[*Insert Wiring Instructions*]

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Escrow Agreement unless the context otherwise requires.

[PARENT/THE REPRESENTATIVES]

By:____________________________
Name:
Title:

cc: Clement David Pappas
[ ]
[ ]
Attn:
Fax No.:

Clement Dimitri Pappas
[ ]
[ ]
Attn:
Fax No.:

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104
Attention: Carmen J. Romano, Esq.
R. Jeffrey Legath, Esq.
Fax No.: (215) 994-2222

[Parent]
[ ]
[ ]
[ ]
Attn:
Fax No.:

Squire, Sanders & Dempsey (US) LLP
4900 Key Tower
127 Public Square
Cleveland, OH 44114
Attn: Laura D. Nemeth
Fax No.: (216) 479-8780

<u>ANNEX IV</u>

[TO BE ATTACHED AS EXHIBIT B TO THE MERGER AGREEMENT]

FORM OF CERTIFICATE OF MERGER

[*see attached*]

UMC-2 11/03

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): [X] Merger [ ] Consolidation
2. Name of Surviving Business Entity: Clement Pappas and Company, Inc.
3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Clement Pappas and Company, Inc.	New Jersey	2981701000
Pomona Merger Corp.	New Jersey	0101016239

4. Date Merger/Consolidation adopted:

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Clement Pappas and Company, Inc. Outstanding Shares 404,738

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

1,130 of the outstanding shares are classified as voting shares and are entitled to vote.

Voting For Voting Against ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-b Corp. Name Pomona Merger Corp. Outstanding Shares 100

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For ______________ Voting Against ________________ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-c Corp. Name Outstanding Shares

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For Voting Against ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [ ]

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.):

Signature	Name	Title	Date
	Dean C. Pappas	Chief Executive Officer	
	Jean Gattuso	President	

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

ANNEX V

[TO BE ATTACHED AS EXHIBIT H TO THE MERGER AGREEMENT]

FORM OF P-L HOLDINGS STOCKHOLDERS' AGREEMENT

[*see attached*]

STOCKHOLDERS' AGREEMENT

THIS STOCKHOLDERS' AGREEMENT (this "***Agreement***") is entered into as of August __, 2011 (the ***"Effective Date"***) among Pappas Lassonde Holdings, Inc., a Delaware corporation (the ***"Company"***), Clement Pappas and Company, Inc., a New Jersey corporation (the "***Operating Company***"), 3346625 Canada Inc., a Canadian corporation ("***Lassonde Investor***"), Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Luxlas**"), Lassonde (U.S.A.) Inc., a Canadian corporation (***"Lassonde Parent"*** and, collectively with the Lassonde Investor and Luxlas, the "***Lassonde Group"***), and the other stockholders listed on the signature pages hereto (together, the "***Pappas Group***"), solely for the purposes of Sections 3.03(c), 3.06(c), 3.08(g) and 4.04 and Article 5 of this Agreement, Lassonde Industries Inc., a Canadian corporation ("***Lassonde Industries***"). Lassonde Investor, Luxlas, Lassonde Parent and each member of the Pappas Group (and any party that becomes a party to this Agreement after the Effective Date pursuant to the terms hereof) are each referred to herein as a "***Stockholder***" and, collectively, as the "***Stockholders***";

WHEREAS, this is the P-L Holdings Stockholders' Agreement referred to in that certain Agreement and Plan of Merger, dated as of June 17, 2011 (the "***Merger Agreement***"), among the Operating Company, Pomona Holdings, Inc., a Delaware corporation ("***Operating Company Parent***"), Pomona Merger Corp., a New Jersey corporation, and, solely for purposes of Sections 2.7, 5.10, 8.3, 8.4, 8.8, 8.9 and 9.1 and Article 10 thereof, Clement David Pappas and Clement Dimitri Pappas, as representatives of the former shareholders of the Operating Company, and, solely for purposes of Article 10 thereof, Lassonde Industries; and

WHEREAS, the Operating Company is an indirect wholly-owned subsidiary of the Company.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01. <u>Definitions</u>.

(a) The following terms, as used herein, have the following meanings:

"7925271 Canada Shares" shall have the meaning set forth in Section 5.12.

"***A. Lassonde"*** means A. Lassonde Inc., a Canadian corporation.

"***A. Lassonde Shares"*** shall have the meaning set forth in Section 5.12.

"Access Qualifying Stockholders" shall have the meaning set forth in Section 4.03(c).

"Accounting Firm" shall have the meaning set forth in Section 4.04(f).

"Actual Tax Benefit" shall have the meaning set forth in Section 4.04(c).

"***Affiliate***" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person; *provided* that no party to this Agreement shall be deemed to be an Affiliate of any other party to this Agreement (including the Company) solely by reason of its ownership of Company Securities. The terms "***control***" (including, with correlative meanings, the terms "***controlling***," "***controlled by***" and "***under common control with***") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the Preamble.

"***Board***" means the board of directors of the Company.

"***Business Day***" means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York or Montreal, Canada are authorized by law to close.

"Call Securities" shall have the meaning set forth in Section 3.08(b).

"CEO" shall have the meaning set forth in Section 2.02(b)(ii).

"CEO Employment Agreement" means that certain Employment Agreement between the Operating Company and Clement David Pappas, dated as of the Effective Date.

"Change in Control" shall mean (i) a transfer of more than 50% of the combined voting power of Lassonde Industries to any single Person (other than to Lassonde Investor or his Affiliates), whether in a single transaction or a series of transactions, (ii) a merger or consolidation of Lassonde Industries with any Person (other than Lassonde Investor or its Affiliates) in which Lassonde Industries is not the surviving entity or (iii) a sale or transfer by Lassonde Industries or any of its Subsidiaries of substantially all of the consolidated assets of Lassonde Industries and its Subsidiaries, taken as a whole, to a Person other than Lassonde Investor or its Affiliates.

"Change in Control Notice" shall have the meaning set forth in Section 3.08(f).

"Change in Control Put Price" shall have the meaning set forth in Section 3.08(f).

"Common Stock" means the Company's authorized shares of voting common stock, no par value, and any shares of capital stock of the Company into which such common stock may hereafter be converted, changed or reclassified.

"Company" shall have the meaning set forth in the Preamble.

"***Company Declined Acquisition***" shall have the meaning set forth in Section 2.02(b)(iv).

"***Company Securities***" means (i) the Common Stock or any other capital stock issued by the Company and (ii) Company Stock Equivalents issued by the Company.

"***Company Stock Equivalents***" means, without duplication, any rights, warrants, options, convertible securities or exchangeable securities, in each case, exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock or any other capital stock of the

Company, whether at the time of issuance, upon the passage of time, or the occurrence of some future event.

"***Competitive Business***" means any business engaged in 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.

"***Disallowed Tax Benefit***" shall have the meaning set forth in Section 4.04(e).

"***Drag-Along Sale***" shall have the meaning set forth in Section 3.06.

"***Drag-Along Sale Notice***" shall have the meaning set forth in Section 3.06(d).

"***Drag-Along Sale Notice Period***" shall have the meaning set forth in Section 3.06(d).

"***Drag-Along Transferee***" shall have the meaning set forth in Section 3.06.

"***Effective Date***" shall have the meaning set forth in the Preamble.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Exempt Issuance***" shall have the meaning set forth in Section 2.02(b)(iii).

"***Extraordinary Approval***" shall have the meaning set forth in Section 2.02(b).

"***First Reduction Date***" shall have the meaning set forth in Section 2.01(b).

"***Information Qualifying Stockholder***" shall have the meaning set forth in Section 4.03(a).

"***Involuntary Transfer***" shall have the meaning set forth in Section 3.08(a)(i).

"***Lassonde Group***" shall have the meaning set forth in the Preamble.

"***Lassonde Industries***" shall have the meaning set forth in the Preamble.

"***Lassonde Investor***" shall have the meaning set forth in the Preamble.

"***Lassonde Parent***" shall have the meaning set forth in the Preamble.

"***Lassonde Parent Shares***" shall have the meaning set forth in Section 5.12.

"***Lock-Up Period***" shall have the meaning set forth in Section 3.01(b).

"***Luxlas***" shall have the meaning set forth in the Preamble.

"***Luxlas Credit Facility***" shall have the meaning set forth in Section 4.04(a).

"***Luxlas Interests***" shall have the meaning set forth in Section 5.12.

"Merger Agreement" shall have the meaning set forth in the Recitals.

"***Non-Permitted Payment***" shall have the meaning set forth in Section 3.08(g).

"Operating Company" shall have the meaning set forth in the Recitals.

"Operating Company Parent" shall have the meaning set forth in the Recitals.

"Operating Company Board" shall have the meaning set forth in Section 2.01(i).

"***Option"*** shall have the meaning set forth in Section 3.02(a).

"Option Holders" shall have the meaning set forth in Section 3.02(a).

"***Option Subject Securities***" shall have the meaning set forth in Section 3.02(a).

"***Pappas Group"*** shall have the meaning set forth in the Preamble.

"***Permitted Transferee***" means, (a) with respect to any Stockholder that is an entity, any entity that is an Affiliate of such Stockholder (other than the Company and its Subsidiaries) and, if such Stockholder is a trust, to any beneficiary of such trust, (b) with respect to any Stockholder that is an individual, any spouse, lineal descendant, sibling, cousin, parent, executor or administrator of such Stockholder, or a trust, the beneficiaries of which, or a corporation, limited liability company or partnership, the stockholders, members or partners of which, include only such Stockholder and/or any spouse, lineal descendant (whether natural or adopted), sibling, cousin, parent, heir, executor, administrator, testamentary trustee or legatee of such Stockholder, and (c) with respect to any member of the Pappas Group, any other member of the Pappas Group or their Permitted Transferees under the foregoing clauses (i) or (ii).

"***Person***" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Proposed Transferee" shall have the meaning set forth in Section 3.02(a).

"Put Annual Period" shall have the meaning set forth in Section 3.08(e).

"Put Multiple" shall have the meaning set forth in Section 3.08(e)(iii).

"Put Notice" shall have the meaning set forth in Section 3.08(e).

"Put Price" shall have the meaning set forth in Section 3.08(e)(iii).

"Restricting Credit Facility" shall have the meaning set forth in Section 3.08(g).

"Second Reduction Date" shall have the meaning set forth in Section 2.02(c).

"Section 3.08(a) Call Price" shall have the meaning set forth in Section 3.08(a).

"Section 3.08(b) Call Price" shall have the meaning set forth in Section 3.08(b).

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Stockholder(s)" shall have the meaning set forth in the Preamble.

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, partnership or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more of its Subsidiaries.

"Subsidiary Securities" means, collectively, (i) the authorized shares of capital stock, membership units or other equity interests of any Subsidiary of the Company and (ii) without duplication, any rights, warrants, options, convertible securities or exchangeable securities, in each case, exercisable for or convertible or exchangeable into, directly or indirectly, shares of capital stock, membership units or other equity interests of any Subsidiary of the Company, whether at the time of issuance, upon the passage of time, or the occurrence of some future event.

"Tag-Along Electing Stockholder" shall have the meaning set forth in Section 3.03(b).

"Tag-Along Proposed Transferee" shall have the meaning set forth in Section 3.03(a).

"Tag-Along Sale" shall have the meaning set forth in Section 3.03(a).

"Tag-Along Sale Notice" shall have the meaning set forth in Section 3.03(a).

"*Tag-Along Subject Securities*" shall have the meaning set forth in Section 3.03(a).

"Tax Cost" shall have the meaning set forth in Section 4.04(e).

"Tax Reinvestment Loan Amount" shall have the meaning set forth in Section 4.04(b).

"Tax Reinvestment Loans" shall have the meaning set forth in Section 4.04(a).

"Transfer" means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly, or permit, agree or commit to do, any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer of such Company Securities or any participation or interest therein, or any agreement or commitment to do any of the foregoing.

"Transferor" shall have the meaning set forth in Section 3.02(a).

"Transferor's Notice" shall have the meaning set forth in Section 3.02(a).

"Trigger Event" shall have the meaning set forth in Section 3.08(a)(ii).

"True-up Calculation" shall have the meaning set forth in Section 4.04(c).

(b) Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement the following rules of interpretation shall apply:

(i) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(ii) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement;

(iii) The word "including" shall be deemed followed by "(but not limited to)";

(iv) The word "it" shall include references to the male and female gender as the context requires; and

(v) All references to "$" or "dollars" shall mean United States dollars.

ARTICLE 2
CORPORATE GOVERNANCE

SECTION 2.01. Composition of the Board.

(a) Subject to Section 2.01(b), commencing on the Effective Date, the Board shall consist of seven (7) directors, comprised as follows:

(i) two (2) directors designated by the Pappas Group together (who initially shall be Clement David Pappas and Clement Dimitri Pappas);

(ii) four (4) directors designated by Lassonde Parent and Luxlas together (who initially shall be Guy Blanchette, Jean Gattuso, Pierre-Paul Lassonde and Denis Boudreault; and

(iii) one (1) director designated by the Lassonde Investor (who initially shall be Nathalie Lassonde).

Each director shall be entitled to cast one (1) vote with respect to each matter brought before the Board (or any committee thereof) for approval.

(b) Going forward, at such time as the Pappas Group, together with its Permitted Transferees, holds in the aggregate a number of shares of Common Stock that is less than fifty percent (50%) of the number of shares of Common Stock that the Pappas Group holds on the Effective Date (such date, the "***First Reduction Date***"), the Pappas Group together shall have the right under this Agreement to designate only one (1) director pursuant to Section 2.01(a)(i) and Lassonde Parent and Luxlas together shall have the right to designate five (5) directors. For purposes of the foregoing sentence, shares of Common Stock held by the Pappas Group shall be adjusted appropriately to take into account any stock reclassification, recapitalization or split, exchange of shares or similar transaction.

(c) Prior to the First Reduction Date, each committee of the Board and the board of directors (or corresponding body or any committee thereof) of each Subsidiary of the Company (other than the Operating Company) and the joint marketing board and joint purchasing board (or other joint bodies) of the Operating Company and Lassonde Industries shall include at least one (1) director designated by the Pappas Group.

(d) Each Stockholder agrees that, if at any time it is entitled to vote for the election of directors to the Board, it shall vote all of its Company Securities that are entitled to vote or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a special meeting of Stockholders), in order to ensure that the composition of the Board is as set forth in this Section 2.01.

(e) If, as a result of the death, retirement, resignation or, subject to the other provisions of this Section 2.01, removal, of a director there shall exist or occur any vacancy on the Board, the Stockholder(s) entitled to designate such director pursuant to this Section 2.01 shall have the power to designate a person to fill such vacancy, whereupon each of the Stockholders agrees to take such action as is necessary to promptly elect such person to fill such vacancy (including, if necessary, causing the Company to call a special meeting of Stockholders (or effecting a written consent in lieu thereof) and voting all Company Securities that are entitled to vote or execute proxies or written consents to accomplish such result).

(f) Directors may resign at any time by giving written notice to the Board. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time for any reason or no reason only upon the written direction of the Stockholder(s) that designated such director, effective upon the delivery of such written direction. If any Stockholder(s) entitled to designate any director request(s) that any of their respective designees be removed as a director, each of the Stockholders shall vote all of its Company Securities that are entitled to vote or execute proxies or written consents, as the case may be, and take all other necessary action, to remove such directors. Each Stockholder agrees that it shall not vote any of its Company Securities in favor of, or take any other action related to, the removal of any director who shall have been designated for election to the Board by a Stockholder pursuant to this Section 2.01 unless the Stockholder entitled to designate such director shall have consented to such removal in writing or unless such Stockholder shall have lost the right to designate such director to the Board pursuant to this Section 2.01. Upon the First Reduction Date, the Pappas Group shall, if so requested by any member of the Board, promptly cause a director designated by the Pappas Group to resign from the Board.

(g) The Chairman of the Board shall be appointed by the directors designated by the Lassonde Group from among the members of the Board who are actively engaged in the Company's management (and who initially shall be Jean Gattuso).

(h) The Company shall reimburse all reasonable out-of-pocket expenses incurred by the members of the Board in connection with traveling to and from and attending meetings of the Board and while conducting business at the request of the Company.

(i) The Company, the Board and each Stockholder shall take all actions that may be necessary to cause (i) the board of directors of the Operating Company (the ***"Operating Company Board"***) at all times (A) to be comprised of the same persons as comprise the Board, and (B) to be governed in accordance with the terms and provisions of this Section 2.01 and Section 2.02 as though such terms and provisions referenced the Operating Company Board, in lieu of the Board, and the Operating Company, in lieu of the Company, as the context requires; and (ii) to cause the Operating Company and, as applicable, Operating Company Parent, to comply with, and to take no action inconsistent with, the terms and provisions of Sections 2.02, 2.03, 2.04, 3.02(d) and 3.08(i).

SECTION 2.02. Actions by the Board.

(a) Except as set forth in Sections 2.02(b), 2.02(c), 2.02(d) and 2.04 below, all actions by the Board shall require (i) the affirmative vote of a majority of the members of the Board at a duly called meeting of the Board or (ii) the unanimous written consent of the Board.

(b) Notwithstanding the foregoing, prior to the First Reduction Date, approval of any of the actions set forth below shall require (i) the affirmative vote at a duly called meeting of the Board of at least one of the directors designated by the Pappas Group or (ii) the unanimous written consent of the Board (such approval, "***Extraordinary Approval***"):

(i) Approving the annual capital expenditure budget for the Company and its Subsidiaries (or making any material amendments thereto) or the incurrence of capital expenditures in excess of the amount established pursuant to the annual capital expenditure budget (it being understood that acquisitions permitted by clause (vi) of this Section 2.02(b) hereof shall not constitute capital expenditures).

(ii) Any termination of (other than for "Cause" (as such term is defined in the CEO Employment Agreement)) or change in the employment status, position, compensation (including salary, bonus, and other forms of current and deferred compensation), severance or other employee benefits of the person elected to hold the position of Chief Executive Officer of the Operating Company ("***CEO***") during the Lock-Up Period.

(iii) Any issuance of Common Stock, Company Stock Equivalents relating to Common Stock or Subsidiary Securities, other than (1) pursuant to an equity compensation plan adopted with the Extraordinary Approval of the Board, (2) as a *pro rata* stock dividend or other distribution in respect of, or upon any subdivision or combination of, the Common Stock of the Company or any Subsidiary Securities as a result of which there is no change in the relative ownership interest or rights of the holders of the Common Stock or such Subsidiary Securities, (3) to third parties who are not Affiliates of the Company or any Affiliate of the Company as consideration for the acquisition of another entity by the Company by merger, amalgamation, purchase of all or substantially all of the assets or other reorganization whereby the Company shall become the owner of 50% or more of the voting power of such entity, (4) such issuances of shares of Common Stock, Company Stock Equivalents relating to Common Stock or Subsidiary Securities issued at fair market value to cure defaults by the Company with respect to its or its Subsidiaries' indebtedness, or (5) such issuances of shares of Common Stock, Company Stock Equivalents relating to Common Stock or Subsidiary Securities issued at fair market value after the Lock-Up Period for capital expenditure purposes consistent with the applicable working capital expenditure budget approved in accordance with Section (b)(i), above (any of the foregoing issuances in subclauses (1)-(3) of this clause (iii), an "***Exempt Issuance***").

(iv) Any material acquisition of all or substantially all of the assets or equity securities of any third-party by the Company or its Subsidiaries; *provided*, *however*, that if neither director designated by the Pappas Group approves any such acquisition, then any member of the Lassonde Group or its Affiliates (other than the Company and its Subsidiaries) shall have the right to acquire such third party on the same terms as submitted to the Board for its approval (a "***Company Declined Acquisition***").

(v) Any material disposition (by sale, lease or otherwise) of assets of the Company or its Subsidiaries outside the ordinary course of business, except (x) any pledge or granting of a lien or security interest on such assets in connection with the incurrence of indebtedness permitted by Section 2.02(c)(i), or any foreclosure on or transfer of such assets in connection with such pledge, lien or security interest, or (y) any sale or other disposition of damaged, worn out or obsolete equipment for fair value.

(vi) Undertaking or consummating an initial public offering of any of the Company's or any of its Subsidiaries' equity securities.

(vii) Entering into any agreement (whether oral or written) obligating the Company or any of its Subsidiaries to do any of the foregoing.

(c) Notwithstanding the foregoing, prior to such time as the Pappas Group, together with its Permitted Transferees, holds in the aggregate a number of shares of Common Stock that is less than twenty-five percent (25%) of the number of shares of Common Stock that the Pappas Group holds on the Effective Date (such date, the "***Second Reduction Date***"), approval of any of the actions set forth below shall require Extraordinary Approval:

(i) Any material borrowing or other incurrence of indebtedness of the Company and its Subsidiaries (other than pursuant to draws on revolving credit facilities existing on the Effective Date, the Tax Reinvestment Loans or adopted by Extraordinary Approval) that would result in the Company and its Subsidiaries having incurred indebtedness in excess of the leverage ratio set forth on Schedule 2.02(c)(i), as the same may be revised from time to time by Extraordinary Approval.

(ii) Any changes to the allocation of sales territories, purchasing policies and supply territories for the respective production facilities of the Company and its Subsidiaries, on the one hand, and Lassonde Industries and its Affiliates, on the other hand, and transfer pricing policies set forth on Schedule 2.02(c)(ii), as the same may be revised from time to time by Extraordinary Approval; *provided, however*, that the parties acknowledge and agree that the allocation of sales territories, purchasing policies and supply territories for the respective production facilities of the Company and its Subsidiaries, on the one hand, and Lassonde Industries and its Affiliates, on the other hand, and transfer pricing policies set forth on Schedule 2.02(c)(ii), shall not be applicable nor bind Lassonde Industries and its Affiliates in respect of operations of such business entities constituting material acquisitions of all or substantially all of the assets or equity securities of any third-party after the Effective Date that are Company Declined Acquisitions.

(iii) Entering into any agreement (whether oral or written) obligating the Company or any of its Subsidiaries to do any of the foregoing.

For purposes of determining the Second Reduction Date, shares of Common Stock held by the Pappas Group shall be adjusted appropriately to take into account any stock reclassification, recapitalization or split, exchange of shares or similar transaction.

(d) Notwithstanding the foregoing, prior to the termination of this Agreement, approval of any of the actions set forth below shall require Extraordinary Approval.

(i) A material change in the principal business conducted by the Company and its Subsidiaries.

(ii) Any transaction or business arrangement (other than pursuant to employment agreements adopted by Extraordinary Approval or *de minimus* transactions in the ordinary course of business) between the Company or its Subsidiaries, on the one hand, and any of the Company's or its Subsidiaries' directors, executive officers or stockholders (or any spouse, parent, child, sibling, or corresponding relative by marriage of any such Person) or any of their respective Affiliates (including Lassonde Industries and any of its Subsidiaries and Affiliates), on the other hand.

(iii) Any changes to the dividend or distribution policies set forth on Schedule 2.02(d)(iii), as the same may be revised from time to time by Extraordinary Approval.

(iv) Any repurchase by the Company of Company Securities held by any member of the Lassonde Group, other than repurchases from all Stockholders on a pro-rata basis and on the same terms and conditions.

(v) The filing by the Company or any Subsidiary of any voluntary case under bankruptcy, insolvency or similar law, or the consent of the Company or any Subsidiary to the entry of an order for relief in an involuntary case under bankruptcy, insolvency or similar law, or the making of an assignment for the benefit of the creditors of the Company or any Subsidiary.

(vi) The liquidation, dissolution or winding up of the Company or any of its Subsidiaries.

(vii) Any amendment or modification to the Company's or any of its Subsidiaries' certificate of incorporation, by-laws, certificate of formation, limited liability company agreement or similar organizational document.

(viii) Approval of any issuance of any type of equity of the Company other than Common Stock, Company Stock Equivalents relating to Common Stock or Subsidiary Securities existing as of the Effective Date issued at fair market value.

(ix) Any conduct of, or engaging in, any business or activity by the Company or Operating Company Parent other than (A) the ownership of all outstanding Subsidiary Securities of Operating Company Parent or the Operating Company, respectively, (B) making additional capital contributions with respect to its ownership of Subsidiary Securities of Operating Company Parent or the Operating Company, respectively, (C) pledge of the outstanding Subsidiary Securities of the Operating Company owned by Operating Parent as collateral to secure the Operating Company's indebtedness for borrowed money, (D) maintaining its respective organizational existence, (E) participating in tax, accounting and other administrative activities as a member of the Company's consolidated group of companies or (F) activities incidental to the businesses or activities described above, it being the intent that the Company and Operating Company Parent shall be holding companies only and shall not incur any liabilities or obligations other than the Tax Reinvestment Loans and except as required by law.

(x) Entering into any agreement (whether oral or written) obligating the Company or any of its Subsidiaries to do any of the foregoing.

SECTION 2.03. Chief Executive Officer and Other Officers of the Operating Company; Insurance.

(a) The initial CEO of the Company and the Operating Company shall be Clement David Pappas. The other officers of the Company and the Operating Company initially shall be the persons set forth on Schedule 2.03(a).

(b) The CEO of the Operating Company will report to the Operating Company Board and will work in coordination with the senior management of Lassonde Industries to develop the Operating Company's long-term strategic direction and align the same with Lassonde

Industries's long-term strategic direction to the extent consistent with the best interests of the Operating Company.

(c) The CEO shall have general authority over all of the Operating Company's day-to-day operations, which authority shall include hiring, firing and establishing compensation and benefits for all of the Operating Company's employees other than as to the members of the Operating Company's senior management team holding the positions set forth on Schedule 2.03(c), which shall be subject to approval by the Chairman of the Board.

(d) The Company and the Operating Company shall purchase and maintain, at its expense, insurance, from reputable carriers and in an amount determined in good faith by the Board to be customary and appropriate, on behalf of and covering the individuals who at any time on and after the Effective Date are or become directors or officers of the Company and the Operating Company, or serve at the request of the Company and the Operating Company as a director, officer, employee or agent of another company, joint venture, trust or other enterprise, against any expense, liability or loss asserted against or incurred by such individual in any such capacity, or arising out of such individual's status as such, subject to customary exclusions.

SECTION 2.04. Other Operational Matters. Until the Second Reduction Date, absent Extraordinary Approval to the contrary:

(a) The Operating Company's headquarters facility will be maintained in the Carneys Point, New Jersey area.

(b) The Operating Company's corporate name will remain substantially the same as on the Effective Date.

(c) The sales and marketing activities of the Operating Company (relating to sales and marketing in the United States) and of Lassonde Industries and its Affiliates (other than the Company and its Subsidiaries) (relating to sales and marketing in Canada), and the purchasing activities of both entities, will be conducted by each respective entity and in accordance with on Schedule 2.02(c)(ii) (subject to Extraordinary Approval of any changes thereto pursuant to Section 2.02(c)), but will be coordinated to the extent practicable by senior management of both such entities.

(d) Each of the Operating Company and Lassonde Parent will reimburse each other for travel and similar out of pocket expenses incurred in connection with the assignment of such entity's employees to the other entity for short-term support or assistance, but the salary and benefit expenses associated with such employee shall continue to be borne by such employee's employer.

SECTION 2.05. Charter and By-law Provisions.

Each Stockholder agrees to vote all of its Company Securities that are entitled to vote or execute proxies or written consents, as the case may be, and to take all other actions necessary, to ensure that the Company's, Operating Company Parent's and the Operating Company's certificate of incorporation and by-laws (a) facilitate, and do not at any time conflict with, any provision of this Agreement and (b) permit each Stockholder to receive the benefits to which each such Stockholder is entitled under this Agreement.

ARTICLE 3
RESTRICTIONS ON TRANSFER

SECTION 3.01. General Restrictions on Transfer.

(a) Each Stockholder understands and agrees that the Company Securities held by it on the Effective Date have not been registered under the Securities Act and are restricted securities under the Securities Act. Each Stockholder agrees that it shall not Transfer any Company Securities (or solicit any offers in respect of any Transfer of any Company Securities), except in compliance with the Securities Act, any other applicable securities or "blue sky" laws, and the restrictions on Transfer contained in this Agreement.

(b) No Stockholder shall Transfer, other than as permitted by Section 3.04, any Company Securities, until after the third anniversary of the Effective Date (the "***Lock-Up Period***").

(c) In addition, other than as permitted by Section 3.06 in a Drag-Along Sale, (i) the Lassonde Investor shall not be entitled to Transfer any Company Securities held by the Lassonde Investor prior to the expiration of the Lock-Up Period, (ii) after the expiration of the Lock-Up Period and through and including the seventh (7^{th}) anniversary of the Effective Date, the Lassonde Investor shall not be entitled to Transfer more than 25% of the number of Company Securities held by the Lassonde Investor as of the Effective Date in any twelve-month period, and (iii) in no event shall the Company, Lassonde Parent, Luxlas or any of their respective Affiliates purchase or otherwise acquire any Company Securities from the Lassonde Investor unless all of the Put Price or Change in Control Put Price that is to be paid to the members of the Pappas Group or their Permitted Transferees who have exercised their put rights pursuant to Section 3.08(e) or (f) has been paid in full. Other than with respect to Transfers permitted by Section 3.06 in a Drag-Along Sale, the purchase price paid to the Lassonde Investor for any Company Securities Transferred by the Lassonde Investor on or before the seventh (7^{th}) anniversary of the Effective Date shall not exceed the Put Price.

(d) After the Lock-Up Period, any proposed Transfer by a Stockholder of such Company Securities (or shares of Common Stock issuable upon conversion thereof), other than Transfers permitted by Sections 3.04, 3.06 or 3.08, shall be subject to the provisions of Section 3.02 and Section 3.03, as applicable.

(e) Any attempt to Transfer any Company Securities not in compliance with this Agreement shall be null and void, and the Company shall not, and shall cause any transfer agent retained by it not to, give any effect in the Company's records to such purported Transfer.

(f) Without limiting the other provisions of this Agreement, no Stockholder shall make or permit any Transfer of its Company Securities indirectly through any means that would not be permitted directly, in order to avoid the provisions of this Agreement.

(g) Each certificate for Company Securities issued to any Stockholder shall bear a legend in substantially the form set forth below (in addition to any legend that may be required by applicable securities laws):

> *THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OR THE DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED.*
>
> *THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO A STOCKHOLDERS' AGREEMENT (A COPY OF WHICH IS ON FILE WITH THE ISSUER OF THIS CERTIFICATE).*

SECTION 3.02. Right of First Refusal.

(a) No less than thirty (30) days prior to any Transfer (other than Transfers pursuant to Sections 3.04, 3.06 or 3.08) by a Stockholder or Stockholders acting in concert (a "***Transferor***") of any Company Securities, such Transferor must have received, and must give each other Stockholder and the Company (collectively, the "***Option Holders***") written notice to the effect that such Transferor has received a *bona fide* written offer to purchase all or a portion of such Transferor's Company Securities and such notice shall further state that such Transferor desires to sell all or a portion of such Company Securities pursuant to such offer, stating (i) the amount and type of such Company Securities (the ***"Option Subject Securities***"), (ii) the consideration to be received therefor, (iii) the identity of the proposed transferee (the "***Proposed Transferee***") and, if such Proposed Transferee is an entity, the identity of the beneficial owners of such entity, and (iv) the other material terms and conditions of the offer which such Transferor has received, including the form of proposed agreement, if any (the "***Transferor's Notice***"). The Transferor's Notice shall also contain an offer to sell (the "***Option***") all such Option Subject Securities to the Option Holders in accordance with this Article 3 for the consideration and on the other terms specified in the Transferor's Notice; *provided* that to the extent such consideration shall consist of anything other than cash, each Option Holder shall be entitled, at its option, to instead pay in cash the value of such consideration as determined by mutual agreement of all such Option Holders so electing to pay cash and the Transferor, or if such agreement is not reached within the time period in which the Option Holder is required to exercise the Option pursuant to Section 3.02(b), as determined by an investment banker or appraiser of national reputation reasonably acceptable to both the Transferor and such Option Holders (the fees and expenses of which shall be shared equally by the Transferor, on the one hand, and all such Option Holders requesting such valuation, on the other hand), in which case the date of the Transferor's Notice shall be deemed the date the cash value of such consideration is so determined.

(b) The Option Holders (other than the Company) shall have the first right and option, exercisable at any time within the first thirty (30) days following the date of the Transferor's Notice, to exercise the Option and purchase from the Transferor the Option Subject Securities pursuant to the Option, in which event, such Option Holders may elect to purchase the

Option Subject Securities in the proportions upon which they mutually agree or, if they are unable to agree upon an allocation of such Option Subject Securities among themselves, then in the proportion that the number of shares of the same class and type of Company Securities as the Option Subject Securities held by each such Option Holder which desires to participate in the purchase of such Company Securities pursuant to the Option bears to the aggregate number of shares of the same class and type of Company Securities held by all such Option Holders that desire to participate in the purchase of such Company Securities pursuant to the Option. For purposes of the foregoing sentence, shares of Company Securities held by a Person shall include shares issuable upon conversion of outstanding Company Stock Equivalents held by such Person, and irrespective of any conversion limitation. If the Option is not exercised by the Option Holders (other than the Company) with respect to all of the Option Subject Securities within the first thirty (30) days after the date of the Transferor's Notice, then the Company, at the election of the Board (acting by majority vote, excluding, for purposes of this Section 3.02(b), any director designated to the Board by such Transferor or its Affiliates pursuant to Article 2 hereof), shall have the right and option, exercisable at any time within the first sixty (60) days following the date of the Transferor's Notice, to exercise the Option and purchase from the Transferor all of such remaining Option Subject Securities pursuant to the Option. Acceptance of the Option by an Option Holder shall be in a writing delivered to the Transferor and the Company, which shall deliver copies thereof to the other Option Holders.

(c) If the Option is accepted by any one or more of the Option Holders, the Transferor shall, subject to Section 3.03, Transfer all such Company Securities free of all liens and encumbrances (other than those arising under the Securities Act, any other applicable securities or "blue sky" laws, restrictions imposed by this Agreement or any liens or encumbrances consented to by the transferee) to the respective Option Holder purchasers thereof against delivery by the Option Holder purchasers of the applicable consideration payable to the Transferor therefor. In the event that any of the Company Securities proposed to be transferred in the Transferor's Notice are not acquired by one or more Option Holders, the Transferor may, subject to Section 3.03, Transfer such Option Subject Securities that were subject to the Option but not acquired by the Option Holders to the Proposed Transferee at the same purchase price set forth in the Transferor's Notice (or at a higher price) and on terms and conditions no less favorable to the Transferor than the terms and conditions set forth in the Transferor's Notice; *provided, however,* that such Transfer shall occur no later than ninety (90) days after the date of the Transferor's Notice. If such Transfer does not occur within such ninety (90) day period, then the applicable Company Securities shall be re-offered to the Option Holders under this Section 3.02 prior to any subsequent Transfer otherwise covered by this Section 3.02.

(d) In the event that the Company exercises its Option to acquire Option Subject Securities pursuant to this Section 3.02, then, except to the extent that the Operating Company is not permitted or allowed by a Restricting Credit Facility (as defined below), the Operating Company shall declare and pay a dividend or distribution in such amount (which amount shall be further dividended or distributed by Operating Company Parent to the Company) as shall permit the Company to pay the consideration for such Option Subject Securities.

SECTION 3.03. <u>Tag-Along Rights</u>.

(a) In the event of any proposed Transfer (excluding Transfers pursuant to Section 3.04, 3.06 or 3.08 or a Transfer to an Option Holder purchaser pursuant to Section 3.02, but in all cases including any proposed Transfer after the seventh (7^{th}) anniversary of the Effective Date by the Lassonde Investor of any Company Securities to the Company, Lassonde Industries, Lassonde Parent, Luxlas or any of their respective Affiliates) by any Transferor of any Company Securities (a ***"Tag-Along Sale"***), each Stockholder (other than the Transferor) shall have "tag along rights" under this Section 3.03. At least thirty (30) days prior to any Tag-Along Sale to a Proposed Transferee (a ***"Tag-Along Proposed Transferee"***), the Transferor shall deliver a notice (the "***Tag-Along Sale Notice***") to each of the Company and the Stockholders stating, to the extent different than that stated in the Transferor's Notice relating to such Transfer delivered pursuant to Section 3.02, (i) the amount and type of the Company Securities to be Transferred (the ***"Tag-Along Subject Securities"***), (ii) the consideration to be received therefor, (iii) the amount, if any, of Tax Reinvestment Loans then outstanding, (iv) the identity of the Tag-Along Proposed Transferee(s) and, if such Tag-Along Proposed Transferee is an entity, the identity of the beneficial owners of such entity, and (v) the terms and conditions of such Tag-Along Sale, including the form of proposed agreement, if any.

(b) Each Stockholder holding the same class and type of Company Securities as the Tag-Along Subject Securities (other than the Company and any Option Holder who has elected to purchase Option Securities pursuant to Section 3.02) may elect to participate in the contemplated Tag-Along Sale on the same conditions and terms (including selling the percentage of its Company Securities specified below in this Section 3.03), and at the same price as the Transferor, by delivering written notice to the Transferor, with a copy to the other Stockholders, within ten (10) days after the delivery of the Tag-Along Sale Notice. Each such Stockholder that elects to participate in such Tag-Along Sale (a "***Tag-Along Electing Stockholder***") shall be entitled to sell in the contemplated Tag-Along Sale, on the same conditions and terms, and at the same price, described above (subject to Section 3.03(c) below), a portion of its Company Securities equal to the lesser of one hundred percent (100%) of its Company Securities and such number of its Company Securities that represent the product of (A) the number of shares of the Tag-Along Subject Securities *multiplied* by (B) a fraction the numerator of which is the number of shares of the same class and type of Company Securities to be sold in the contemplated Tag-Along Sale held by such Tag-Along Electing Stockholder and the denominator of which is the aggregate number of shares of the same class and type of Company Securities to be sold in the contemplated Tag-Along Sale held by the Transferor and all Tag-Along Electing Stockholders; *provided* that in order to be entitled to exercise its right pursuant to this Section 3.03, a Tag-Along Electing Stockholder must agree to make to such Tag-Along Proposed Transferee the same representations and warranties (to the extent applicable to such Tag-Along Electing Stockholder), and the same covenants, indemnities and agreements, in each case, as the Transferor agrees to make in connection with the proposed Tag-Along Sale of its Tag-Along Subject Securities and to join, severally but not jointly, on a *pro rata* basis (based on each such Tag-Along Stockholder's share of the aggregate proceeds paid with respect to the Company Securities included in such Transfer) in any indemnification obligation to such Tag-Along Proposed Transferee that such Tag-Along Proposed Transferee requires of the Transferor in connection with the proposed Tag-Along Sale. Notwithstanding the foregoing (i) no Tag-Along Electing Stockholder shall be required to become subject thereby to a covenant not to compete or similar restrictive covenant without such Stockholder's consent, (ii) no Tag-Along Electing Stockholder shall be required to become subject to any obligations that relate specifically to any other Stockholder, such as indemnification with respect to representations and warranties given by another Stockholder regarding such Stockholder's title to and ownership of Company Securities, (iii) no Tag-Along Electing

Stockholder shall be required to make any representations or warranties or indemnities with respect to the Company or its business in connection with any Transfer of Company Securities to a Tag-Along Proposed Transferee who is the Company, Lassonde Industries, Lassonde Parent, Luxlas or an Affiliate of the Transferor or any of the foregoing, or (iv) each Tag-Along Electing Stockholder's aggregate liability under such agreements shall be limited to no more than the aggregate net cash proceeds received by such Tag-Along Electing Stockholder from the Tag-Along Proposed Transferee in such Transfer; and *provided further, however*, that if the Tag-Along Proposed Transferee refuses to purchase (x) the total amount of Company Securities offered by the Tag-Along Electing Stockholders and (y) the Tag-Along Subject Securities, the amount of Company Securities to be Transferred by the Tag-Along Electing Stockholders and the Transferor shall be reduced to the amount of the Tag-Along Subject Securities or (if greater) such amount of the sum of the Company Securities in clauses (x) and (y) above as the Tag-Along Proposed Transferee may agree to purchase, which amount of Company Securities shall be allocated among the Tag-Along Electing Stockholders and the Transferor *pro rata*, in proportion to the relative amount of the class and type of Company Securities to be Transferred that are held by them. For purpose of the preceding sentence, shares of Company Securities held by a Person shall include shares issuable upon conversion of outstanding Company Stock Equivalents. If any Tag-Along Electing Stockholder elects to exercise its right to participate in a Tag-Along Sale pursuant to this Section 3.03, the Transferor shall use reasonable efforts to obtain the agreement of the Tag-Along Proposed Transferee to the participation of such Tag-Along Electing Stockholder(s) in the contemplated Transfer. The Transferor shall not Transfer any of its Company Securities to the Tag-Along Proposed Transferee if such Tag-Along Proposed Transferee decline(s) to allow the participation of such Tag-Along Electing Stockholders in accordance with this Section 3.03.

(c) In the event that any Tax Reinvestment Loans are outstanding at the time of the Tag-Along Sale, Lassonde Parent shall pay to each Tag-Along Electing Stockholder that is a member of the Pappas Group (in addition to the consideration such Tax Along Electing Stockholder shall otherwise be entitled to receive in connection with this Section 3.03) an amount equal to the product of (x) the aggregate amount of any such Tax Reinvestment Loans then outstanding less any Disallowed Tax Benefit or Tax Cost for which Lassonde Industries or Lassonde Parent shall have provided the Company and the Pappas Group notice pursuant to Section 4.04(e) and with respect to which Lassonde Parent previously has made a payment to the selling members of the Pappas Group pursuant to this Section 3.03(c) or Section 3.06(c), multiplied by (y) a fraction the numerator of which is the number of shares of the same class and type of Company Securities to be sold in the contemplated Tag-Along Sale to be sold by such Tag-Along Electing Stockholder in the contemplated Tag-Along Sale and the denominator of which is the total number of shares then outstanding of the same class and type of Company Securities to be sold in the contemplated Tag-Along Sale.

(d) The closing of any purchase and sale of Company Securities pursuant to Section 3.03 shall take place on the first Business Day twenty (20) days after delivery of the Tag-Along Sale Notice; *provided* that such period may be extended for up to an additional thirty (30) days solely to the extent necessary to obtain any required governmental regulatory approvals. At such closing, the Tag-Along Proposed Transferee shall deliver to the Transferor and, if applicable, each Tag-Along Electing Stockholder, a wire transfer or a certified check in the entire amount of the applicable purchase price against delivery of instrument(s) evidencing the Company Securities, in each case duly endorsed for Transfer to such Tag-Along Proposed Transferee. At or prior to the closing of any such purchase or sale to any Tag-Along Proposed Transferee, such Tag-Along Proposed Transferee shall execute and deliver to the Company, the Transferor and, if applicable, each Tag-Along Electing Stockholder all agreements and instruments required by Section 3.05.

SECTION 3.04. Certain Transfers Excluded.

Sections 3.01(b), 3.02 and 3.03 shall not apply to any Transfer by a Stockholder of Company Securities to a Permitted Transferee of such Stockholder, except that (i) Section 3.01(b) shall apply to Transfers by Lassonde Investor, Clement David Pappas 2009 Irrevocable Trust, and Clement Dimitri Pappas 2009 Irrevocable Trust, other than with respect to Transfers to their Permitted Transferrees occurring by reason of the death of Pierre-Paul Lassonde, Clement David Pappas or Clement Dimitri Pappas, respectively, and (ii) Section 3.03 shall apply to any proposed Transfer after the seventh (7th) anniversary of the Effective Date by the Lassonde Investor of any Company Securities to the Company, Lassonde Industries, Lassonde Parent, Luxlas or any of their respective Affiliates. Notwithstanding the foregoing, if, while a Permitted Transferee holds any Company Securities, such Person would cease to qualify as a Permitted Transferee in relation to the initial transferring Stockholder from whom or which such Permitted Transferee or any previous Permitted Transferee of such initial transferring Stockholder received such securities (an "***Unwinding Event***"), then the relevant initial transferor Stockholder shall promptly notify the other Stockholders and the Company of the pending occurrence of such Unwinding Event and, prior to such Unwinding Event, such initial transferor Stockholder and such transferee shall take all actions necessary to effect a Transfer of all the Company Securities held by such transferee either back to such initial Stockholder or to another Person that qualifies as a Permitted Transferee of such initial Stockholder.

SECTION 3.05. Transferees Bound.

No Stockholder shall Transfer any Company Securities to a Proposed Transferee pursuant to Section 3.02 or to a Tag-Along Proposed Transferee pursuant to Section 3.03, unless (in each case) as a condition to the effectiveness of such Transfer, the Stockholder shall cause the Proposed Transferee or the Tag-Along Proposed Transferee, as the case may be, to agree, pursuant to a written joinder agreement to this Agreement (which joinder agreement shall be in form and substance reasonably satisfactory to the Company), to take and hold such Company Securities subject to the obligations and restrictions applicable to a Stockholder under this Agreement and to be bound by the provisions of this Agreement. Any Person that hereafter becomes a Stockholder shall provide its contact details to the Company, which shall promptly provide such information to each other Stockholder.

SECTION 3.06. Drag-Along Right.

Subject to Section 3.07, if at any time after the expiration of the Lock-Up Period the Lassonde Group proposes a Transfer of Company Securities representing more than fifty percent (50%) of the voting power of the Company (a "***Drag-Along Sale***") to any third party or third parties that is not an Affiliate of any member of the Lassonde Group (the "***Drag-Along Transferee***") in a single transaction or in a series of related transactions, the Lassonde Group may, at its option, require each Stockholder to, and each Stockholder shall:

(a) if such Transfer is structured as a Transfer of Company Securities, Transfer such Stockholder's Drag-Along Portion of the Company Securities then held by the Stockholder (the ***"Drag-Along Portion"*** of such Stockholder shall be equal to (A) the aggregate number of shares of the same type of Company Securities proposed to be Transferred in the Drag-Along Sale of such Stockholder plus the number of shares of such Company Securities which such Stockholder and his, her or its Permitted Transferees would own if such Stockholder and his, her or its Permitted Transferees exercised all Company Stock Equivalents that they own, (B) multiplied by a fraction, the numerator of which is the number of shares of Company Securities proposed to be Transferred by the Lassonde Group in the Drag-Along Sale, and the denominator of which is equal to the aggregate number of shares of Company Securities proposed to be Transferred in the Drag-Along Sale of the Lassonde Group plus the number of shares of Company Securities proposed to be Transferred in the Drag-Along Sale which the Lassonde Group (including the Permitted Transferees of its members) would own if the Lassonde Group (and such Permitted Transferees) exercised all Company Stock Equivalents that they own) on the same terms and conditions as are applicable to the Lassonde Group, including the same per share consideration with respect to a specific class of Company Securities (subject to Section 3.06(c) below); *provided*, that to the extent the consideration in such Drag-Along Sale shall consist of anything other than cash, each Stockholder shall be entitled, at its option, to instead receive in cash the value of such consideration as determined by mutual agreement of all such Stockholders so electing to receive cash and the Transferor, or if such agreement is not reached within fifteen (15) days after receipt of the Drag-Along Sale Notice (as defined below), as determined by an investment banker or appraiser of national reputation reasonably acceptable to both the Lassonde Group and such Stockholders (the fees and expenses of which shall be borne *pro rata* by the Lassonde Group and the Stockholders so electing to receive cash, based upon the ratio of the number of Company Securities to be Transferred by such party bears to all Company Securities to be so Transferred), in which case the date of the Drag-Along Sale Notice shall be deemed the date the cash value of such consideration is so determined; and

(b) subject to and at the closing of the Drag-Along Sale, exercise such number of Company Stock Equivalents or other equity securities issued by the Company held by such Stockholder as is required in order that a sufficient number of shares of Company Securities are available to Transfer the relevant Drag-Along Portion of shares of Company Securities of each such Stockholder, in each case for the same consideration per share of the applicable class of Company Securities and otherwise on the same terms and conditions as the Lassonde Group (subject to Section 3.06(c) below), *provided* that any Stockholder that holds Company Stock Equivalents the exercise price per share of which is greater than the per share price at which the applicable class of Company Securities are to be Transferred to the Drag-Along Transferee, if required to exercise such options or warrants, may, in place of such exercise, submit to irrevocable cancellation of such options or warrants without any liability for payment of any exercise price with respect thereto. If the Drag-Along Sale is not consummated with respect to any Company Securities acquired upon exercise of such options or warrants, such options or warrants shall be deemed not to have been exercised or canceled, as applicable.

(c) In the event that any Tax Reinvestment Loans are outstanding at the time of the Drag-Along Sale, Lassonde Parent shall pay to each Stockholder that is a member of the Pappas Group (in addition to the consideration such Stockholder shall otherwise be entitled to receive in connection with this Section 3.06) an amount equal to the product of (x) the aggregate amount of any such Tax Reinvestment Loans then outstanding less any Disallowed Tax Benefit or Tax Cost for which Lassonde Industries or Lassonde Parent shall have provided the Company and the Pappas Group notice pursuant to Section 4.04(e) and with respect to which Lassonde Parent previously has made a payment to the selling members of the Pappas Group pursuant to Section 3.03(c) or this Section 3.06(c), multiplied by (y) a fraction the numerator of which is the number of shares of the same class and type of Company Securities to be sold in the contemplated Drag-Along Sale to be sold by such Stockholder in the contemplated Drag-Along Sale and the denominator of which is the total number of shares then outstanding of the same class and type of Company Securities to be sold in the contemplated Drag-Along Sale.

(d) All Stockholders shall cooperate in, and to take all actions that the Lassonde Group deems in good faith reasonably necessary or desirable to consummate the Drag-Along Sale, including voting their respective Company Securities (or executing and delivering any written consents in lieu thereof) in favor of the Drag-Along Sale and all actions reasonably deemed necessary or appropriate by the Lassonde Group in connection with the Drag-Along Sale, including, to the extent permitted by applicable law, (i) voting to approve a Drag-Along Sale if such Drag-Along Sale is structured as a merger or a sale of all or substantially all of the assets of the Company and against any action or proposal that may prevent, hinder or impede the consummation of the Drag-Along Sale, (ii) not exercising any dissenters' or appraisal rights to which they may be entitled in connection with the Drag-Along Sale, and (iii) subject to Section 3.07, entering into agreements with the Drag-Along Transferee on terms identical to those (if any) entered into between the Drag-Along Transferee and the Lassonde Group.

(e) The Lassonde Group shall provide written notice of such Drag-Along Sale to the Stockholders (a "***Drag-Along Sale Notice***") not later than twenty (20) days before the proposed Drag-Along Sale. The Drag-Along Sale Notice shall identify the (i) the amount and type of the Company Securities to be Transferred, (ii) the consideration for which a Transfer is proposed to be made, (iii) the amount, if any, of Tax Reinvestment Loans then outstanding, (iv) the identity of the Drag-Along Transferee, and if such Drag-Along Transferee is an entity, the identity of the beneficial owners of such entity, and (v) all other material terms and conditions of the Drag-Along Sale, including the form of proposed agreement, if any. Subject to the other provisions of this Section 3.06, each Stockholder shall be required to participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Sale Notice and to tender its Company Securities as set forth below. Not later than ten (10) days after receipt of the Drag-Along Sale Notice (the "***Drag-Along Sale Notice Period***"), each of the Stockholders shall deliver to a representative of the Lassonde Group designated in the Drag-Along Sale Notice the certificate or certificates and other applicable instruments representing the Company Securities of such Stockholder to be included in the Drag-Along Sale, together with wire transfer instructions for payment of the consideration to be received in such Drag-Along Sale, or, if such delivery is not permitted by applicable law, an unconditional agreement to deliver such Company Securities pursuant to this Section 3.06(d) at the closing for such Drag-Along Sale against delivery to such Stockholder of the consideration therefor. If a Stockholder fails to deliver such certificates to said representative of the Lassonde Group and the Drag-Along Sale is consummated, the Company shall cause the books and records of the Company to reflect that such Company Securities are bound by the provisions of this Section 3.06(d) and that such Company Securities shall be Transferred to the Drag-Along Transferee immediately upon surrender for Transfer by the holder thereof.

(f) The Lassonde Group shall have a period of one hundred twenty (120) days from the date of receipt of the Drag-Along Sale Notice to consummate the Drag-Along Sale on the terms and conditions set forth in such Drag-Along Sale Notice; *provided*, that if such Drag-Along Sale is subject to regulatory approval, such one hundred twenty (120) day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received, but in no event later than one hundred eighty (180) days after the date of receipt of the Drag-Along Sale Notice. If the Drag-Along Sale has not been consummated during such period, said representative of the Lassonde Group shall promptly return to each of the Stockholders all certificates and other applicable instruments representing the Company Securities that such Stockholders delivered for Transfer pursuant hereto, together with any other documents in the possession of the Lassonde Group executed by the Stockholders in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Company Securities owned by the Stockholders shall again be in effect.

(g) Concurrently with the consummation of the Drag-Along Sale, Lassonde Investor shall (i) give notice thereof to the Stockholders, and (ii) remit or cause to be remitted to each of the Stockholders that have surrendered their certificates and other applicable instruments the total consideration to be paid at the closing of the Drag-Along Sale for the Company Securities Transferred (which is to be paid by wire transfer of immediately available funds in accordance with such Stockholder's wire transfer instructions). Promptly after consummation of such Drag-Along Sale, Lassonde Investor shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by such Stockholders.

(h) Notwithstanding anything contained in this Section 3.06, there shall be no liability on the part of the Lassonde Group to the Stockholders (other than the obligation to return the limited power-of-attorney and the certificates and other applicable instruments representing Company Securities received by Lassonde Investor) if the Transfer of Company Securities pursuant to this Section 3.06 is not consummated for whatever reason, regardless of whether the Lassonde Group has delivered a Drag-Along Sale Notice. The decision to effect a Transfer of Company Securities pursuant to this Section 3.06 by the Lassonde Group is in the sole and absolute discretion of the Lassonde Group.

(i) Any party required or permitted to provide any notices pursuant to the terms of this Section 3.06 shall, simultaneous with the giving of any such notice, provide a copy of such notice to the Company.

SECTION 3.07. Additional Provisions Related to Tag-Along Sales and Drag-Along Sales.

Notwithstanding anything contained herein to the contrary, in connection with a Tag-Along Sale or a Drag-Along Sale:

(a) Upon the consummation of such Tag-Along Sale or Drag-Along Sale, if any Stockholder of a specified class of Company Securities is given an option as to the form and amount of consideration to be received, all holders of such specified class of Company Securities participating therein will be given the same option.

(b) Each Stockholder shall (i) severally (but not jointly) make such representations, warranties and covenants and enter into such definitive agreements as are customary for transactions of the nature of the proposed Transfer, (ii) benefit from and be subject to all of the same provisions of the definitive agreements as are applicable to the Transferor in such Tag-Along Sale or the Lassonde Group, as the case may be, and (iii) be required to bear its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations; *provided*, that no Stockholder shall be obligated (A) to indemnify any Person in connection with such Tag-Along Sale or Drag-Along Sale, as the case may be, or to incur liability to any Person in connection with such Tag-Along Sale or Drag-Along Sale, as the case may be, including under any indemnity, in excess of the lesser of (1) the net cash proceeds actually received by such Stockholder in such sale and (2) such Stockholder's *pro rata* share of indemnifiable losses (based on each such Stockholder's share of the aggregate proceeds paid with respect to the Company Securities included in such Transfer), (B) to agree to any non-competition or non-solicitation restrictions, or (C) to make any representations or warranties or indemnities with respect to the Company or its business in connection with any Tag-Along Sale in which the transferee is the Company, Lassonde Industries, Lassonde Parent or an Affiliate of the Transferor or any of the foregoing, and (iv) reasonably cooperate in obtaining all governmental and third-party consents and approvals reasonably necessary or desirable to consummate such Tag-Along Sale or Drag-Along Sale.

(c) All reasonable costs and expenses incurred by the Stockholders or the Company in connection with any proposed Drag-Along Sale (whether or not consummated), including all reasonable attorneys fees and charges, all reasonable accounting fees and charges and all reasonable finders, brokerage or investment banking fees, charges or commissions, shall be paid by the Company.

SECTION 3.08. Put and Call Rights.

(a) The Company shall have the right (but not the obligation) to purchase, and upon the terms and conditions set forth in this Section 3.08, each member of the Pappas Group and each Permitted Transferee of any such member of the Pappas Group agrees to sell, all (but not less than all) of such Stockholder's Company Securities upon:

(i) such Company Securities becoming subject to a transfer not otherwise permitted by this Agreement by operation of law, by levy or execution, by judicial sale or by a receiver or trustee in bankruptcy or insolvency proceeding, or other transfer, of any nature or description, other than a voluntary transfer (an **"Involuntary Transfer")**; or

(ii) any employee of the Operating Company or any of its Subsidiaries (for purposes of this Agreement, references to the Operating Company relating to employment shall include its Subsidiaries) who is (1) a Stockholder or (2) a trustee or beneficiary of a trust that is a Stockholder both (x) ceasing to be employed by the Operating Company or Lassonde Industries or its Affiliates (including, solely for this purpose, their Subsidiary entities) for any reason, and (y) directly or indirectly, in one or a series of transactions, owning, managing, operating, controlling, investing or acquiring an interest in, or otherwise engaging or participating in, whether as a proprietor, partner, stockholder, member, lender, director, officer, employee, joint venturer or investor any Competitive Business (other than such Stockholder's owning, directly or indirectly, an interest in up to two percent (2%) of the capital stock of a corporation whose capital stock is traded publicly) (the occurrence of both such events, the "***Trigger Event***").

If the Company exercises its right under this Section 3.08(a) to purchase any Company Securities, such Stockholder and/or the Permitted Transferees of such Stockholder shall sell to the Company all of such Company Securities owned by such Stockholder and its Permitted Transferees at a price per such security equal to greater of (1) the Put Price; or (2) such amount as shall provide such Stockholder with a return of such Stockholder's initial purchase price for such Company Securities plus a minimum compounded annual return with respect to such Stockholder's ownership of such Company Securities of 6.0% (the "***Section 3.08(a) Call Price***"). Notwithstanding the foregoing, if the Company exercises its right under this Section 3.08(a) to purchase Company Securities at a time when the Pappas Group and their Permitted Transferees own, in the aggregate, five percent (5%) or less of the number of Company Securities owned by the Pappas Group on the Effective Date, then the Company shall exercise its right under this Section 3.08(a) with respect to all members of the Pappas Group and their Permitted Transferees (notwithstanding that no Involuntary Transfer or Trigger Event may have occurred with respect to any such other member or Permitted Transferee).

(b) At any time following the eighth (8th) anniversary of the Effective Date through and including the tenth (10^{th}) anniversary of the Effective Date, upon not less than thirty (30) days or more than forty-five (45) days prior written notice, Lassonde Parent shall have the right (but not the obligation) to purchase, and upon the terms and conditions set forth in this Section 3.08, each member of the Pappas Group and each Permitted Transferee of any such member of the Pappas Group agrees to sell, all (but not less than all) of such Stockholder's Company Securities. If the Lassonde Parent exercises its right under this Section 3.08(b) to purchase any Company Securities (such securities, together with any Company Securities purchased pursuant to Section 3.08(a), the "***Call Securities***"), such Stockholder and/or the Permitted Transferees of such Stockholder shall sell to Lassonde Parent all of such Company Securities owned by such Stockholder and Permitted Transferees, respectively, at a price per Call Security equal to the Put Price set forth in Section 3.08(e)(iii), below, but calculated using a Put Multiple of 7.1 times (the "***Section 3.08(b) Call Price***"). Notwithstanding the foregoing, if the Company provides written notice of its exercise of its right under this Section 3.08(b) to purchase Company Securities at a time when the Pappas Group and their Permitted Transferees own, in the aggregate, five percent (5%) or less of the number of Company Securities owned by the Pappas Group on the Effective Date, then the Company shall exercise its right under this Section 3.08(b) with respect to all members of the Pappas Group and their Permitted Transferees.

(c) With respect to the option of the Company set forth in Section 3.08(a), above, the Company shall notify the Stockholder in writing within forty-five (45) days after the date the Company is notified of the Trigger Event or the Involuntary Transfer, as applicable, whether the Company will exercise its right to purchase such Call Securities.

(d) The closing of the purchase by the Company or Lassonde Parent of Call Securities pursuant to Section 3.08(a) or (b), respectively, shall take place at the principal office of the Company on the date chosen by the Company or Lassonde Parent, as the case may be, but in no event be less than thirty (30) days or more than forty-five (45) days after the Company or Lassonde Parent, as the case may be, notifies such Stockholder of the exercise of its right to purchase such Call Securities, unless such Section 3.08(a) Call Price or the Section 3.08(b) Call Price, as the case may be, has been disputed by the Stockholder, in which case such date shall be delayed until determination of the Section 3.08(a) Call Price or the Section 3.08(b) Call Price, as the case may be, and the expiration of the right to rescind the exercise of the call rights in accordance with Section 3.08(h). At such closing,

(i) the Company or Lassonde Parent, as the case may be, shall pay the Stockholder and/or such Stockholder's Permitted Transferees, as applicable, against delivery of duly endorsed certificates described below representing such Call Securities, the aggregate Section 3.08(a) Call Price or Section 3.08(b) Call Price, as the case may be, in immediately available funds in accordance with the wiring instructions delivered by the applicable Stockholder; and

(ii) the Stockholder and/or such Stockholder's Permitted Transferees, as applicable, shall deliver to the Company or Lassonde Parent, as the case may be, a certificate or certificates representing the Call Securities to be purchased by the Company or Lassonde Parent, as the case may be, duly endorsed, or with share (or equivalent) powers duly endorsed, for transfer with signature guaranteed. The delivery of a certificate or certificates for the Call Securities by any Person selling such Call Securities pursuant to this Section 3.08 shall be deemed a representation and warranty by such Person that:

(A) such Person has full right, title and interest in and to such Call Securities;

(B) such Person has all necessary power and authority and has taken all necessary action to sell such Call Securities as contemplated; and

(C) such Call Securities are free and clear of any and all liens and encumbrances, except for those arising under the Securities Act, any other applicable securities or "blue sky" laws, restrictions imposed by this Agreement or any liens or encumbrances consented to by the Company.

(e) At any time and from time to time following the expiration of the Lock-Up Period through and including the tenth (10^{th}) anniversary of the Effective Date, but not more than once in any twelve-month period (each such twelve-month period commencing on the Effective Date or an anniversary thereof) (a ***"Put Annual Period"***), each member of the Pappas Group and each Permitted Transferee of any such member shall have the right (but not the obligation), to sell, upon the terms and conditions set forth in this Section 3.08, and the Company agrees to purchase, upon not less than ninety (90) days prior written notice to the Company (the "***Put Notice***"), such number of Company Securities and on such terms as are set forth below. Notwithstanding the foregoing, the Company's obligation to purchase such Company Securities shall be subject to the first right and option, exercisable at any time within the first thirty (30) days following the date of the Put Notice, of each other Stockholder to purchase from such selling member, any of such Company Securities on such terms as set forth below. In the event that more than one such other Stockholder elects to purchase any of the Company Securities that are the subject of the Put Notice, such electing other Stockholders may purchase such number of Company Securities upon which they mutually agree or, if they are unable to agree upon an allocation of such Company Securities among themselves, then in the proportion that the number of shares of the same class and type of Company Securities as are subject to the Put Notice held by each such electing other Stockholder bears to the aggregate number of shares of the same class and type of Company Securities held by all such electing other Stockholders. The closing of the purchase by such electing other Stockholder(s) of the Company Securities subject to the Put Notice shall take place at the principal office of the Company on the date mutually agreed upon by the member of the Pappas Group or Permitted Transferee exercising its Put Right under this Section 3.08(e) and the electing other Stockholder(s), but in no event be more than forty-five (45) days after the electing other Stockholder(s) notifies such member of the Pappas Group or Permitted Transferee of the exercise of its right to purchase the Company Securities subject to the Put Notice, unless the Put Price (as defined below) has been disputed by such member of the Pappas Group or Permitted Transferee, in which case such date shall be delayed until determination of the Put Price and the expiration of the right to rescind the exercise of the put right in accordance with Section 3.08(h). In the event that all Company Securities are not so purchased by the other Stockholders in accordance with the terms and subject to the conditions set forth below and Section 3.08(g), below, then the Company shall purchase all remaining Company Securities subject to the Put Notice at the principal office of the Company on the date mutually agreed to by the Company and the member of the Pappas Group or Permitted Transferee exercising its Put Right under this Section 3.08(e) (which date shall in no event be less than ninety (90) days or more than one hundred twenty (120) days after delivery of the Put Notice, unless the Put Price (as defined below) has been disputed by such member of the Pappas Group or Permitted Transferee, in which case such date shall be delayed , in which case such date shall be delayed until determination of the Put Price and the expiration of the right to rescind the exercise of the put right in accordance with Section 3.08(h)), and on such terms as are set forth below:

(i) Such member of the Pappas Group or the Permitted Transferee thereof shall sell a minimum number of Company Securities as shall, when aggregated with all other Company Securities subject to outstanding Put Notices that have not been purchased by the Company or other Stockholders at such time, equal or exceed five percent (5%) of the number of Company Securities held by all of the members of the Pappas Group as of the Effective Date, taken together; *provided*, *however*, that if such member of the Pappas Group or Permitted

Transferee shall then own less than such minimum number of Company Securities, then such member shall, subject to the provisions set forth in Section 3.08(e)(ii), sell all of the Company Securities then owned by such member or Permitted Transferee.

(ii) Such member of the Pappas Group or the Permitted Transferee thereof may sell up to a maximum aggregate amount of Company Securities as shall equal the lesser of (1) such number of Company Securities that, when aggregated with all other Company Securities sold in such Put Annual Period by other members of the Pappas Group and their Permitted Transferees pursuant to this Section 3.08(e), equals 25% or less of the number of the Company Securities held by all of the members of the Pappas Group as of the Effective Date, taken together, or (2) such number of Company Securities that, when aggregated with all other Company Securities sold in such Put Annual Period by the other members of the Pappas Group and their Permitted Transferees pursuant to this Section 3.08(e), will result in a maximum aggregate purchase price of $20 million.

(iii) The purchase price to be paid for each share of Company Securities to be purchased pursuant to this Section 3.08(f) shall equal (x) 6.4 (the "***Put Multiple***") times the Company's average annual EBITDA, calculated in accordance with the methodology set forth on Schedule 3.08(e)(iii), for the most recent twenty-four (24) month period for which financial statements are available immediately preceding the exercise by such Stockholder of such Stockholder's rights under this Section 3.08(e) (after giving *pro forma* effect to any acquisitions consummated by the Company and its Subsidiaries during such twenty-four (24) month period), minus (y) outstanding debt of the Company and its Subsidiaries on a consolidated basis as of the end of such period (other than the Tax Reinvestment Loans, each of which shall not be applied to reduce the Put Price), plus (z) total cash and cash equivalents of the Company and its Subsidiaries on a consolidated basis as of the end of such period, on a per share basis, all as set forth in the Company's consolidated financial statements for such period (the ***"Put Price"***).

(iv) The Company's and each electing other Stockholder's obligation in each instance to purchase Company Securities pursuant to this Section 3.08(e) shall be conditioned on the delivery to the Company and/or the electing other Stockholders, as the case may be, of duly endorsed certificates representing such Company Securities in accordance with Section 3.08(d)(ii).

(f) If at any time there is a Change in Control of Lassonde Industries, Lassonde Parent shall provide written notice thereof at least thirty (30) days prior to such Change in Control to the Company and to each member of the Pappas Group and each Permitted Transferee of any such member (a ***"Change in Control Notice"***). Each such member of the Pappas Group and each such Permitted Transferee shall have the right (but not the obligation) to sell, and the Company agrees to purchase, all or any portion of such member's or Permitted Transferee's Company Securities upon the consummation of the Change in Control on such terms as set forth in this Section 3.08(f). Each such member of the Pappas Group and each such Permitted Transferee shall exercise their rights under this Section 3.08(f) by providing written notice to Lassonde Parent and the Company not later than the date that is thirty (30) days after the date of Lassonde Parent's

Change in Control Notice. The purchase price to be paid by the Company for each share of Company Securities to be purchased by it pursuant to this Section 3.08(f) shall equal the Section 3.08(b) Call Price (the ***"Change in Control Put Price"***). The obligation in each instance to purchase Company Securities pursuant to this Section 3.08(f) shall be conditioned on the delivery to the Company of duly endorsed certificates representing such Company Securities in accordance with Section 3.08(d)(ii).

(g) If any members of the Pappas Group or their Permitted Transferees exercise their put rights pursuant to Sections 3.08(e) or (f) prior to the sixth anniversary of the Effective Date, and at the scheduled time of the closing of such purchase, the Company is prohibited from paying (or the Operating Company is prohibited from paying a dividend or distribution in the amount of) all or any portion of the Put Price or Change in Control Put Price, as the case may be, for such Company Securities because restrictive covenants or other provisions contained in the documents evidencing or governing the Operating Company's or any of its Subsidiaries' indebtedness for borrowed money (other than (1) any intercompany indebtedness among the Company and its Subsidiaries and (2) the Tax Reinvestment Loans) (the ***"Restricting Credit Facility"***) do not permit or allow the Company (or the Operating Company) to make such payments in cash in whole or in part (the portion of such payment not so permitted, a "***Non-Permitted Payment***"), then with respect to each Non-Permitted Payment:

(i) Lassonde Industries shall or shall cause Lassonde Parent to purchase such Company Securities the purchase price for which the Company is so prohibited from paying (or for which the Operating Company is so prohibited from paying a dividend or distribution); *provided*, *however*, that Lassonde Industries' and Lassonde Parent's obligations to purchase any such Company Securities under this Section 3.08(g)(i) shall be limited to purchasing an aggregate number of Company Securities for which the aggregate Put Price and/or Change in Control Put Price with respect to all exercises of put rights under Sections 3.08(e) or (f) does not exceed $20 million. In the event that more than one member of the Pappas Group and/or their Permitted Transferees have so exercised their put rights, then Lassonde Industries or Lassonde Parent, as the case may be, shall purchase from such members or Permitted Transferees their Company Securities pursuant to this Section 3.08(g)(i) on a *pro rata* basis.

(ii) The Company shall pay the Put Price or Change in Control Put Price, as the case may be, for any Company Securities for which Lassonde Industries or Lassonde Parent does not purchase pursuant to clause 3.08(g)(i), above, to the applicable members of the Pappas Group or their Permitted Transferees on the date that is ninety (90) days after the earliest of (x) the sixth (6^{th}) anniversary of the Effective Date, (y) such date as the Restricting Credit Facility shall have been paid in full and the lenders thereunder shall have no further obligation to advance loans or otherwise extend credit to the Operating Company, and (z) such date, with respect to any portion of the Put Price or Change in Control Put Price, that such payments no longer constitute Non-Permitted Payments. The payment of such amount shall not be due and payable until required pursuant to the previous sentence, but all such unpaid amounts shall accrue interest at a per annum rate of twelve percent (12%) from the date that, in the case of Put Price payments, is one hundred twenty (120) days after delivery of the Put Notice or, in the case of Change in Control Put Price payments, the date of the consummation of the Change in Control, in each case, until paid; provided, that such portion of the Put Price or Change in Control Put Price that has not been paid as of ninety (90) days after the sixth (6th) anniversary of the Effective Date will thereafter bear interest at a per annum rate of eighteen percent (18%) or the highest rate permitted by law, whichever is lower, until such amount is paid to the applicable members of the Pappas Group and their Permitted Transferees.

(h) In the event that the Company or Lassonde Parent exercises its call rights pursuant to Sections 3.08(a) or 3.08(b) or a Stockholder exercises its put rights pursuant to Sections 3.08(e) or (f), the Company or Lassonde Parent, as the case may be, shall deliver to the applicable Stockholder(s) (and the other Stockholders in the event of a Stockholder exercising its put rights pursuant to Sections 3.08(e)) written notice setting forth the proposed Section 3.08(a) Call Price, Section 3.08(b) Call Price, Put Price or Change in Control Put Price, as the case may be, together with the Company's or Lassonde Parent's, as the case may be, calculations and any supporting schedules, analyses and other supporting documentation, no later than thirty (30) days following (x) delivery to the applicable Stockholder(s) of the Company's or Lassonde Parent's notice that it is exercising its right to purchase Call Securities or (y) receipt of a Stockholder's notice that such Stockholder is exercising its put rights under Section 3.8(e) or 3.8(f), as the case may be. If no applicable Stockholder gives written notice of dispute to the Company or Lassonde Parent prior to the tenth (10th) day following receipt of such calculations, the parties hereto agree that, absent fraud, the proposed Section 3.08(a) Call Price, Section 3.08(b) Call Price, Put Price or Change in Control Put Price, as the case may be, shall be deemed final and binding on all parties. If any applicable Stockholder delivers notice of dispute to the Company or Lassonde Parent, as the case may be, within such ten (10)-day period, such Stockholder and the Company or Lassonde Parent, as the case may be, will use reasonable efforts to resolve the dispute during an additional ten (10)-day period. If such Stockholder and the Company or Lassonde Parent, as the case may be, do not obtain a final resolution within such additional ten (10)-day period (or such longer period as they may mutually agree in writing), then the items in dispute shall be submitted immediately to a mutually acceptable independent registered public accounting firm (the fees and expenses of which shall be borne equally by the Company or Lassonde Parent, as the case may be, on the one hand, and by all applicable Stockholders, on the other hand). Such accounting firm shall be instructed to render a determination of the applicable dispute within thirty (30) days after referral of the matter. If such determination relates to a Section 3.08(a) Call Price or Section 3.08(b) Call Price, the Company or Lassonde Parent, as the case may be, shall have the option, in its sole discretion, to within five (5) days after such determination (i) affirm its exercise of its call rights pursuant to Section 3.08(a) or (b), as the case may be, in which case such determination shall be conclusive and binding upon all parties, absent fraud, and the relevant parties shall consummate the purchase by the Company or Lassonde Parent of the Call Securities as soon thereafter as practicable, or (ii) rescind its exercise of its call rights pursuant to Section 3.08(a) or (b), as the case may be. If such determination relates to a Put Price or Change in Control Put Price, each applicable Stockholder exercising its put rights pursuant to Section 3.08(e) or (f) shall have the option, in its sole discretion, to within five (5) days of such determination (i) affirm its exercise of its put rights pursuant to Section 3.08(e) or (f), as the case may be, in which case such determination shall be conclusive and binding upon all parties, and the relevant parties shall consummate the purchase by the Company or an electing other Stockholder, as the case may be, of the applicable Company Securities as soon thereafter as practicable, or (ii) rescind its exercise of its put rights pursuant to Section 3.08(e) or (f), as the case may be.

(i) In the event that the Company exercises its rights or is obligated pursuant to this Section 3.08 to acquire any Company Securities, in each such event the Operating Company shall declare and pay a dividend or distribution in such amount (which shall be further dividended or distributed by Operating Company Parent to the Company) as shall permit the Company to pay the applicable purchase price for the Company Securities to be so acquired, except to the extent payment of such amount is not permitted or allowed by any Restricting Credit Facility.

(j) In no event shall the Company declare or pay any dividend, distribution or any other payment in respect of the Company Securities, including in accordance with the dividend or distribution policies set forth on Schedule 2.02(d)(iii) (as the same may be revised from time to time by Extraordinary Approval), unless all of the Put Price or Change in Control Put Price that is to be paid to the members of the Pappas Group or their Permitted Transferees who have exercised their put rights pursuant to Section 3.08(e) or (f) has been paid in full.

ARTICLE 4
CERTAIN OTHER PROVISIONS

SECTION 4.01. Preemptive Rights.

(a) If at any time or from time to time the Company, Operating Company Parent or Operating Company proposes to incur any debt from Affiliates (other than Tax Reinvestment Loans) or to issue or sell or propose to grant options or rights to purchase (other than pursuant to an Exempt Issuance) any Company Securities or Subsidiary Securities of Operating Company Parent or Operating Company, whether now or hereafter authorized (any of the foregoing, "***New Securities***"), then, not fewer than thirty (30) days nor more than sixty (60) days prior to consummating such transaction, the Company shall give notice thereof to each Stockholder (a "***Preemptive Rights Notice***"). Each such Preemptive Rights Notice shall:

> (i) specify in reasonable detail (A) the number and type of New Securities that the Company or its applicable Subsidiary proposes to issue or sell and (B) the time within which, the price per share at which and all other terms and conditions upon which the Company propose to issue or sell such securities; and
>
> (ii) make explicit reference to this Section 4.01(a) and state that the right of each Stockholder to purchase any of such securities under this Section 4.01(a) shall expire unless exercised within twenty-five (25) days after receipt of such Preemptive Rights Notice.

(b) Each Stockholder shall have the right, in the nature of a preemptive right, to purchase its Preemptive Rights Percentage (as defined below) (or, if such Stockholder shall elect, any lesser percentage) of such New Securities upon the same terms and conditions as shall be applicable to the issue or sale of such New Securities to third parties. In the event a Stockholder does not purchase any or all of its Preemptive Rights Percentage, the remaining Stockholders shall each have the right to purchase its *pro rata* share of such unpurchased New Securities until all of the New Securities are purchased or until no other Stockholder desires to purchase any more New Securities. As used herein, the term "***Preemptive Rights Percentage***", as applied to any Stockholder on any date, shall mean a fraction (expressed as a percentage), the numerator of which is the number of shares of Common Stock then held by (and/or issuable to) such Stockholder and the denominator of which is the outstanding number of shares of Common Stock then held by (and/or issuable to) all the Stockholders, in each case calculated on a fully-diluted basis (excluding the New Securities).

(c) Each Stockholder must notify the Company within twenty-five (25) days after receipt of the Preemptive Rights Notice, if such Stockholder desires to exercise its purchase rights under this Section 4.01. The failure of any Stockholder to provide such notice within such twenty-five (25) day period shall, for purposes of this Section 4.01, be deemed to constitute a waiver by such Stockholder of its right to purchase any portion of the New Securities specified in such Preemptive Rights Notice. The Company or its applicable Subsidiary will not consummate any such proposed issue or sale unless each Stockholder electing to exercise its or his purchase rights under this Section 4.01 is permitted to purchase the New Securities it is entitled to pursuant to this Section 4.01. The Company or its applicable Subsidiary may consummate the proposed transaction only as specified in such Preemptive Rights Notice on the terms specified therein, and if the Company or its applicable Subsidiary does not consummate such transaction within ninety (90) days following delivery of such Preemptive Rights Notice to the Stockholder, the Company must once again comply with the provisions of this Section 4.01 in connection with such proposed transaction. No Stockholder shall be obligated to purchase any securities pursuant to this Section 4.01.

SECTION 4.02. Confidentiality.

Unless otherwise approved by the Board by Extraordinary Approval, each Stockholder shall maintain the confidentiality of any and all non-public information furnished by the Company and received by such Stockholder pursuant to this Agreement, including all information provided to such Stockholder under or pursuant to Section 4.03, by using the same degree of care, but no less than a reasonable degree of care, as such Stockholder uses to protect its own confidential information, except:

(a) to the extent such information shall have become publicly available otherwise than through a breach of this Agreement by such Stockholder or any of its Affiliates;

(b) to the extent required (i) to comply with any subpoena, legal process or similar demand to which a Stockholder becomes subject or (ii) by applicable law or regulation, or stock exchange rule; *provided* that in each such case such Stockholder shall give the Company prompt notice of such requirement or demand (as applicable), to the extent practicable and permitted by law, so that the Company may seek an appropriate protective order or similar relief (and the Stockholder shall cooperate reasonably with such efforts by the Company, at the Company's expense); or

(c) to such Stockholder's agents, trustees, beneficiaries, attorneys, prospective transferees permitted hereunder, financial advisors and other professional advisors (*provided* that such prospective transferees and other Persons are advised of the confidential nature of such information and agree to hold confidential such information substantially in accordance with this Section 4.02 or are otherwise bound by a duty of confidentiality to such Stockholder (which such

Stockholder agrees with the Company to enforce to the extent reasonably requested in writing by the Company)) solely on a need-to-know basis and to the extent used to evaluate or give advice with respect to such Stockholder's investment in the Company (and not in any event for purposes of competing with the Company).

Nothing in this Section 4.01 or elsewhere in this Agreement is intended to limit any duties, covenants or other obligations that a Stockholder who is an officer or employee of the Company or its Subsidiaries may have pursuant to any agreement with the Company or any of its Subsidiaries or any applicable law.

SECTION 4.03. Information Rights.

(a) Delivery of Financial Statements. The Company shall deliver to each Stockholder who holds one percent (1%) or more of the Company's outstanding Common Stock, on a fully-diluted, fully-converted basis (each such Stockholder, an "***Information Qualifying Stockholder***"):

(i) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, (i) a consolidated balance sheet as of the end of such year, (ii) consolidated statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Budget (as defined below) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a consolidated statement of Stockholders' equity as of the end of such year, all such consolidated financial statements audited and certified by independent public accountants of nationally recognized standing selected by the Company.

(ii) as soon as practicable, but in any event within forty five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited consolidated statements of income and of cash flows for such fiscal quarter, and an unaudited consolidated balance sheet and consolidated statement of Stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such consolidated financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(iii) as soon as practicable, but in any event together with the audited statements delivered pursuant to Section 4.03(a)(i), a consolidated budget and business plan for the current fiscal year (collectively, the "***Budget***"), approved by the Board and prepared on an annual basis, including consolidated balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company or any of its Subsidiaries;

(iv) such other information relating to the financial condition, business, prospects or corporate affairs of the Company and its Subsidiaries as any

Information Qualifying Stockholder may from time to time reasonably request; *provided, however*, that the Company shall not be obligated under this Section 4.03(a) to provide information (i) that the Company reasonably determines in good faith to be a trade secret, (ii) that is subject to an obligation of confidentiality to a third party, unless such Information Qualifying Stockholder agrees to a confidentiality agreement in respect thereof in form reasonably satisfactory to the Company, or (iii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

For purposes of the foregoing sentence, shares of Common Stock held by a Stockholder shall be appropriately adjusted to take into account any stock reclassification, recapitalization or split, exchange of shares or similar transaction.

(b) Notwithstanding anything else in this Section 4.03 to the contrary, the Company may cease providing the information set forth in this Section 4.03 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement in connection with a public offering of Company Securities if the Company reasonably concludes it must do so to comply with applicable securities laws; *provided* that the Company's covenants under this Section 4.03 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

(c) The Company shall permit each Stockholder who holds three percent (3%) or more of the Company's outstanding Common Stock, on a fully-diluted, fully-converted basis (each such Stockholder, an ***"Access Qualifying Stockholder"***), at such Access Qualifying Stockholder's expense, to visit and inspect the Company's and its Subsidiaries' properties; examine its books of account and records; and discuss the Company's and its Subsidiaries' affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Access Qualifying Stockholder; *provided, however*, that the Company shall not be obligated pursuant to this Section 4.03(c) to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company or its Subsidiaries and their respective counsel.

(d) Without limiting the generality of Section 4.02, each Information Qualifying Stockholder and Access Qualifying Stockholder acknowledges and agrees that such Stockholder is aware of the fact that (i) the Company is a subsidiary of a company with securities listed with the Toronto Stock Exchange, (ii) there are restrictions imposed by the Canadian federal and/or provincial securities laws on the purchase, sale or other trading of securities by any person who has received material, non-public information regarding the issuer of such securities and on the communication of such information to any other person, and (iii) some or all of the non-public information furnished by the Company to such Stockholder pursuant to this Section 4.03 may be material and non-public and the receipt thereof may restrict such Stockholder's ability to purchase, sell or otherwise trade in securities.

(e) At such time as a Stockholder ceases to be an Information Qualifying Stockholder, such Stockholder shall have the right to receive from the Company upon written request a copy of this Agreement, as in effect from time to time, and such other information regarding the Company as is required by the Delaware General Corporation Law or other applicable law.

SECTION 4.04. Tax Reinvestment Loans.

(a) Lassonde Parent hereby agrees, and Lassonde Industries hereby agrees to cause Lassonde Parent, to make interest-free loans (the "***Tax Reinvestment Loans***") to the Company, at such times and in such amounts as set forth herein. The obligation to make Tax Reinvestment Loans will run so long as A. Lassonde is claiming interest deductions as a result of the interest payments made by Luxlas pursuant to Luxlas' term loan credit facility existing on the Effective Date (as may be amended, supplemented, refinanced or replaced from time to time), the proceeds of which were initially used in part to fund the transactions contemplated by the Merger Agreement (the "***Luxlas Credit Facility***"). The terms of this Section 4.04 shall not be deemed to require A. Lassonde to seek, or to require Lassonde Industries to require A. Lassonde to seek, any tax benefit from the interest payments made by Luxlas pursuant to the Luxlas Credit Facility or to take any interest deduction with respect thereto if in A. Lassonde's judgment it would not be in its best interest to do so. Notwithstanding the foregoing, Lassonde Industries acknowledges and agrees that it shall not make any changes to the structure permitting A. Lassonde to claim tax deductions for interest expense incurred by Luxlas for the purpose of reducing or eliminating Lassonde Parent's obligation to make Tax Reinvestment Loans under this Section 4.04, while A. Lassonde, Lassonde Industries or their Affiliates claim a tax benefit for the interest deduction.

(b) Subject to Section 4.04(c), the amount of each Tax Reinvestment Loan (the "***Tax Reinvestment Loan Amount***") will be determined by multiplying Lassonde Industries' good faith estimate of the Actual Tax Benefit (as defined in Section 4.04(c)) expected to be realized for each calendar quarter (or portion thereof) times seventy-five percent (75%). Commencing with the first calendar quarter end following the Effective Date of this Agreement, not later than ten (10) days following a calendar quarter end and subject to Lassonde Parent's receipt of the Company's original promissory note in the form attached hereto as Exhibit A in the principal sum of such quarter's Tax Reinvestment Loan Amount, Lassonde Parent shall pay to the Company the Tax Reinvestment Loan Amount for such quarter (or portion thereof).

(c) Not later than thirty (30) days after A. Lassonde has filed its Canadian federal and provincial corporate income tax returns for the immediately preceding tax year, Lassonde Industries shall provide the Company and the Pappas Group for their review and comment with a calculation showing the actual amount of interest accrued by Luxlas and deducted by A. Lassonde for such tax year and the actual tax benefit realized by A. Lassonde for such tax year from the interest expense accrued by Luxlas determined (i) by calculating the amount of the Canadian federal and provincial corporate income tax that would have been incurred by A. Lassonde for such year without the interest expense accrued by Luxlas compared to the Canadian federal and provincial corporate income tax actually incurred by A. Lassonde for such tax year and (ii) by treating the interest accrued by Luxlas for such tax year as if it were the last expense deducted by A. Lassonde for such year, net of the amount reasonably determined by Lassonde Parent of any tax that is or may be payable by Lassonde Parent on any imputed interest for such year with respect to all outstanding Tax Reinvestment Loans (the ***"Actual Tax Benefit"***). The Actual Tax Benefit shall also be compared to the sum of the Tax Reinvestment Loans made with respect to the same tax year at the same time the calculation of the Actual Tax Benefit is provided

(***“True-up Calculation”***). To the extent the Actual Tax Benefit realized by A. Lassonde is greater than the sum of the Tax Reinvestment Loans made on account of that tax year, an additional Tax Reinvestment Loan shall be made on account of such difference within forty-five (45) days after A. Lassonde has filed its Canadian federal and provincial corporate income tax returns for the immediately preceding tax year. To the extent the Actual Tax Benefit realized by A. Lassonde is less than the sum of the Tax Reinvestment Loans made on account of that tax year, the Tax Reinvestment Loan Amount for the next succeeding calendar quarter and each succeeding quarter thereafter will be reduced to reflect any such excess until such difference is eliminated. For purposes of this Section 4.04(c), the calculation of the Actual Tax Benefit shall be made in Canadian dollars and the required currency conversions will be based on the U.S. dollar rate on the date each Tax Reinvestment Loan is made.

(d) Any net operating loss of A. Lassonde for Canadian federal and provincial corporate income tax purposes for a tax year that includes any portion of a tax deduction for Luxlas’ interest expense shall be treated as an Actual Tax Benefit only to the extent such net operating loss is attributable to Luxlas’ interest expense and only for the tax year with respect to which such portion of the net operating loss actually is utilized by A. Lassonde as a carryforward or carryback during the period Tax Reinvestment Loans are required to be made. For these purposes, (i) the portion of any net operating loss of A. Lassonde for any tax year that is attributable to Luxlas’ interest expense shall be determined by treating Luxlas’ interest expense as if it were the last item of expense deducted by A. Lassonde for such tax year, and (ii) the tax year with respect to which such portion actually is utilized by A. Lassonde as a carryforward or carryback shall be determined by treating such portion as if it were the last item of the net operating loss carryforward or carryback to be deducted by A. Lassonde for such tax year.

(e) In the event (i) that the Actual Tax Benefit realized by A. Lassonde for which a Tax Reinvestment Loan has been made pursuant to Section 4.04 is disputed, challenged or disallowed by the Canadian tax authorities (a “***Disallowed Tax Benefit***”) or (ii) additional taxes are imposed, or in A. Lassonde’s reasonable determination, may be currently imposed, on or with respect to any payment made by any obligor under the Luxlas Credit Facility or any of the credit facilities contemplated thereby, the burden of which additional taxes is borne by A. Lassonde (the “***Tax Cost***”), then Lassonde Industries or Lassonde Parent shall provide written notice thereof to the Company and the Pappas Group (which notice shall include a description of the Disallowed Tax Benefit or Tax Cost, as the case may be, and the amount thereof), and the Tax Reinvestment Loan(s) to be made by Lassonde Parent pursuant to Section 4.04 following the date of such notice shall be reduced by an amount equal to the U.S. Dollar equivalent of such Disallowed Tax Benefit or Tax Cost. In the event that any Disallowed Tax Benefit or Tax Cost has been applied to reduce the amount of any Tax Reinvestment Loans and such Disallowed Tax Benefit or Tax Cost subsequently and conclusively is not disallowed by the Canadian tax authorities or other applicable taxing authorities, then the amount not so disallowed shall be applied in the next succeeding True-up Calculation to increase the Actual Tax Benefit deemed to be realized by A. Lassonde in the year with respect to which such True-up Calculation is made.

(f) If Lassonde Industries and the applicable members of the Pappas Group cannot resolve any dispute over the Actual Tax Benefit or Tax Reinvestment Loan Amounts within 30 days after a notice of dispute (or such longer period as they may mutually agree in writing), then the items in dispute shall be submitted immediately to the Montreal, Canada office of KPMG LLP, or if such firm has a conflict or is otherwise unable to serve in such capacity, another independent registered public accounting firm mutually acceptable to the Lassonde Industries and the Pappas Group (the "***Accounting Firm***"). The Accounting Firm shall be instructed to render a determination of the applicable dispute within thirty (30) days after referral of the matter to the Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. The determination of the Accounting Firm shall be conclusive and binding upon the Representatives, Parent and the other parties hereto, absent fraud, and judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced.

(g) Upon receipt of the proceeds of each Tax Reinvestment Loan, the Company shall (i) make a capital contribution to Operating Company Parent in the amount of such Tax Reinvestment Loan Amount; and (ii) cause the Operating Company Parent to make a capital contribution to the Operating Company in the amount of such Tax Reinvestment Loan Amount. No additional Subsidiary Securities shall be issued to the Company or Operating Company Parent in connection with such capital contributions.

ARTICLE 5
MISCELLANEOUS

SECTION 5.01. Binding Effect; Assignability; Benefit.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives, heirs and permitted assigns; *provided* that rights granted to any Stockholder hereunder may only be assigned in connection with a Transfer of Company Securities in accordance with the terms of this Agreement. Any purported assignment not in accordance with this Agreement shall be null and void. Except as may otherwise be expressly provided in this Agreement, any Stockholder that ceases to hold any Company Securities shall cease to be entitled to the benefits of this Agreement.

(b) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 5.02. Notices.

All notices, requests and other communications to any party shall be in writing and shall be delivered in person, sent by reputable overnight courier service, or sent by facsimile transmission:

(i) if to Lassonde Industries, A. Lassonde or any member of the Lassonde Group, to:

Lassonde Industries Inc.
755 Principale
Rougemont, Quebec J0L 1M0
Attn: Caroline Lemoine
Fax: (450) 469-1366

With a copy to:

Squire Sanders & Dempsey (US), LLP
127 Public Square
Suite 4900
Cleveland, Ohio 44114
Attn: Laura D. Nemeth
Fax: (216) 479-8780,

(ii) if to Stockholders, at their respective addresses set forth in Schedule I,

or, in each case, at such other address or fax number as such party may hereafter specify for the purpose of notices hereunder by written notice to the other parties hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by personal delivery or by reputable overnight courier, made within two Business Days after the date of such facsimile transmissions.

SECTION 5.03. Waiver; Amendment.

(a) Except as otherwise provided herein, no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege. No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective.

(b) Except as otherwise provided herein, no provision of this Agreement may be amended or otherwise modified except by an instrument in writing executed by Lassonde Industries, Lassonde Investor, Lassonde Parent and, prior to the Second Reduction Date, Stockholders holding more than 50% of the Common Stock then held by the Pappas Group;

provided, however, that any amendment or modification of this Agreement that treats any Stockholder in a materially adverse manner shall require the written consent of such Stockholder; *provided*, *further*, that any amendment or modification of this Agreement that amends or modifies Articles 3 or 4 shall require the written consent of members of the Pappas Group holding greater than 50% of the Common Stock then held by the Pappas Group.

SECTION 5.04. Termination.

This Agreement shall terminate upon the first to occur of any of the following events:

(a) consummation of the acquisition of "beneficial ownership" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act), by any Person, of all of the Company Securities subject to this Agreement without violation of this Agreement (*provided* that no Person shall be deemed to beneficially own another Person's Company Securities for these purposes solely by fact of the existence of this Agreement);

(b) the consummation of an underwritten public offering of Common Stock registered under the Securities Act of at least $100,000,000 and as a result of which the Common Stock is listed or quoted on a United States national securities exchange;

(c) duly authorized winding up, liquidation or dissolution of the Company; or

(d) the written consent to such termination by Lassonde Industries, Lassonde Investor, Lassonde Parent and by Stockholders holding not less than 50% of the Common Stock held by the Pappas Group at such time.

In addition, at such time as the Company ceases to own, directly or indirectly, any Subsidiary Securities of the Operating Company, the terms and provisions of this Agreement shall automatically and without further action of the parties hereto, cease to apply to and with respect to the Operating Company.

SECTION 5.05. Fees and Expenses.

Each party shall pay its own costs and expenses incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and (except as otherwise provided herein or separately agreed in writing) the transactions contemplated hereby and all matters related hereto. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof or thereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy. Notwithstanding the terms and provisions of Section 5.04, this Section 5.05 shall survive any termination of this Agreement.

SECTION 5.06. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial; Etc.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably agrees that any legal action or proceeding that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be brought and determined exclusively in United States District Court for the Southern District of New York, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the state courts located in New York, New York. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the exclusive personal jurisdiction of the aforesaid courts and agrees that it will not bring any such action in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject mater hereof, may not be enforced in or by such courts. Each of the parties hereto irrevocably consents to process being served by any party to this Agreement in any legal action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 5.02 without prejudice to the right of any party to serve process pursuant to applicable laws. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in New York and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. **Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.**

SECTION 5.07. Specific Enforcement; Cumulative Remedies.

The parties hereto acknowledge that money damages may not be an adequate remedy for violations of this Agreement and that any party, in addition to any other rights and remedies which the parties may have hereunder or at law or in equity, may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunction (without any requirement to post a bond or other security) or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such rights, powers or remedies by such party.

SECTION 5.08. Entire Agreement.

This Agreement, together with the Merger Agreement, constitutes the entire agreement and understanding among the parties hereto in respect of the subject matter hereof and thereof and, except as otherwise expressly agreed in writing, supersedes all prior agreements and understandings and contemporaneous agreements and understandings, both oral and written, among the parties hereto, or between any of them, with respect to the subject matter hereof and thereof.

SECTION 5.09. Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 5.10. Drafting.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

SECTION 5.11. Counterparts; Effectiveness.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 5.12 Lassonde Industries Representation, Warranty and Covenant

Lassonde Industries represents and warrants and, as applicable, covenants that (i) as of the date hereof, it owns all of the outstanding shares of capital stock of Lassonde Parent (the "***Lassonde Parent Shares***"), all of the outstanding shares of capital stock of A. Lassonde (the "***A. Lassonde Shares***"), all of the outstanding membership interests in 7925271 Canada Inc. (the ***"7925271 Canada Shares"***) and, through A. Lassonde and 7925271 Canada, Inc., all of the general partner and limited partner interests in Luxlas (the ***"Luxlas Interests"***) and (ii) it will not Transfer any Lassonde Parent Shares, 7925271 Canada Shares or the Luxlas Interests except to a transferee to which Lassonde Parent would be permitted to Transfer Company Securities under this Agreement, it being the intent that the Lock-up Period restrictions shall apply to the Lassonde Parent Shares, 7925271 Canada Shares and Luxlas Interests and, thereafter, that the Pappas Group would have "tag-along" rights as to its proportionate ownership interest in the Company in any Transfer by Lassonde Industries of the Lassonde Parent Shares, 7925271 Canada Shares or Luxlas Interests to a third party that is not a Permitted Transferee, based on the portion of the per-share purchase price to be paid to Lassonde Industries for its shares of Lassonde Parent that is allocable to Lassonde Parent's ownership interest in the Company. Such tag-along right shall be exercisable in accordance with and otherwise governed by Section 3.03, and the provisions of Section 3.08(h) shall apply to the resolution of any disagreement as to the calculations described above, each as applied *mutatis mutandis* to such transaction. Notwithstanding the foregoing, nothing in this

Section 5.12 shall prohibit (i) Lassonde Industries at any time from (i) Transferring to any person or entity at any time the A. Lassonde Shares, (ii) pledging the Lassonde Parent Shares, A. Lassonde Shares, 7925271 Canada Shares or Luxlas Interests to a bona fide commercial lender as collateral to secure indebtedness for borrowed money or otherwise encumbering the Lassonde Parent Shares, A. Lassonde Shares, 7925271 Canada Shares or Luxlas Interests in connection with any such indebtedness, or (iii) any such pledgee or other secured party from exercising remedies, including without limitation, foreclosure or transfer in lieu thereof, pursuant to such pledge or other encumbrance, in each case without regard to such Lock-Up Period restrictions or "tag-along" rights.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Stockholders' Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PAPPAS LASSONDE HOLDINGS, INC.

By: ___________________________
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.

By: ___________________________
Name:
Title:

LASSONDE GROUP:

3346625 CANADA INC.

By: ___________________________
Name: Pierre-Paul Lassonde
Title:

LASSONDE (U.S.A.) INC.

By: ___________________________
Name:
Title:

LUXLAS FUND LIMITED PARTNERSHIP

By: 7925271 Canada Inc.
Its: General Partner

By: ___________________________
Name:
Title:

PAPPAS GROUP:

CLEMENT DAVID PAPPAS 2009 IRREVOCABLE TRUST

By: ___________________________
Name: Clement David Pappas
Title: Trustee

EDWARD L.B. PAPPAS 2009 IRREVOCABLE TRUST

By: ___________________________
Name: Edward Pappas
Title: Trustee

ZACHARY P. PAPPAS 2009 IRREVOCABLE TRUST

By: ___________________________
Name: Zachary Pappas
Title: Trustee

CLEMENT DIMITRI PAPPAS 2009 IRREVOCABLE TRUST

By: ___________________________
Name: Clement Dimitri Pappas
Title: Trustee

T/U/A OF DEAN C. PAPPAS DATED FEBRUARY 3, 2009, AS AMENDED

By: ___________________________
Name: Dean C. Pappas
Title: Trustee

JOINDER

The undersigned joins in this Agreement solely for purposes of Sections 3.03(c), 3.06(c), 3.08(g), 4.04 and Article 5 hereof and for no other purposes.

LASSONDE INDUSTRIES INC.

By: ___________________________
Name:
Title:

SCHEDULE I

STOCKHOLDER NAME	SHARES OWNED	CONTACT DETAILS
Lassonde USA Inc.	91,000	See Section 5.02(i)
3346625 Canada Inc.	15,000	See Section 5.02(i)
Luxlas Fund Limited Partnership	15,000	See Section 5.02(i)
Clement David Pappas 2009 Irrevocable Trust	9,000	c/o Clement David Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069 Fax: 856-455-2552
Edward L.B. Pappas 2009 Irrevocable Trust	6,500	c/o Edward Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069 Fax: 856-455-2552
Zachary P. Pappas 2009 Irrevocable Trust	4,500	c/o Zachary Pappas 1016 Clinton St. Philadelphia, PA 19107 Fax: 856-455-2552
Clement Dimitri Pappas 2009 Irrevocable Trust	7,000	c/o Clement Dimitri Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069 Attn: Dimitri Pappas Fax: 856-455-2552
T/U/A of Dean C. Pappas dated February 3, 2009, as amended	2,000	c/o Dean Pappas 110 Compromise Rd. Salem, NJ 08079 Fax: 856-455-2552

SCHEDULE 2.02

Schedule 2.02(c)(i) –Permitted Leverage Ratio

- The maximum permitted leverage ratio of the Company and its Subsidiaries on a consolidated basis in the first twelve (12) months following the Effective Date shall be 4.5. Thereafter, any such permitted leverage ratio in excess of 4.0 shall be subject to Board approval. For purposes of this Schedule 2.02(c)(i), the term "permitted leverage ratio" shall mean the ratio of Consolidated Indebtedness to Consolidated EBITDA (as such ratio or the components thereof (or their equivalent terms) are defined in the documentation for the Operating Company's primary loan facility, but interpreted to apply to the Company and its Subsidiaries).

Schedule 2.02(c)(ii) – Sales Territories, Purchasing Policies, Supply Territories and Transfer Pricing Policies

1) All sales of fruit juice, fruit drinks and other non-carbonated, non-dairy, non-alcoholic beverages, including teas and enhanced waters (FJD) will be allocated on a geographical basis and sales representation will be covered on that basis as well. The concept is to have one company facing the clients and invoicing coming from one source.

    a) All sales of FJD in the USA will be made and managed by Clement Pappas and Company, Inc. (CPC).
    b) All sales of FJD in Canada will be made and managed by Lassonde Industries, Inc. (LI).
    c) Notwithstanding the foregoing, exceptions are provided in Sections 3) c) and d) and Section 4) below.

2) Pricing of branded products in the U.S. will be subject to the joint marketing board's approval, in order to be consistent with the branded North American strategy and other market considerations.

3) CPC and LI will manufacture FJD for each other. The manufacturing arrangement will be for the full product and sourcing will be controlled by the manufacturer. Manufacturing arrangements will be put in place under the following guiding principles:
    a) A mark-up on variable cost would be the best way to establish the transfer price. This mark-up will depend on the product type and market segment.
    b) Similar costing methodology will be used by each entity to establish mark-ups. The CEO of CPC will have access to LI costing information pertaining to manufactured products sold or expected to be sold in the U.S. Both LI and CPC will designate a costing specialist that will have access to the other entity's costing details.
    c) Each of CPC and LI will have the right to opt out of a transaction if is deemed not in the best interest of the entity and whether they are the manufacturer or the seller.
    d) When volume justifies the added capacity, the seller may decide to produce its own products, but capital expenditures will be authorized when the financial leverage is reduced below 3.5 times EBITDA. A transition period will be provided to permit the manufacturing entity to adjust due to the volume loss.
    e) Should the U.S. Internal Revenue Service or Revenue Canada contest transfer prices, a compliant price will be established, but adjustments will be made to bring the EBITDA where it would have been without the adjustment.

4) The following will continue to exist regardless of their link (or the lack thereof) to the FJD business:
    a) All sales to Tim Horton and pursuant to Co-pack Agreements where the underlying FJD product is manufactured at LI's facilities (such as DPS, Goya, Pepsi America) will be made by LI.
    b) All sales of cranberry sauces will be made by CPC.

Schedule 2.02(d)(iii)–Dividend Policy

Subject to Section 3.08(i) of the Agreement, annually after the Effective Date (expect with respect to the Operating Company's fiscal years ending September 25, 2011 and September 30, 2012 and subject to any dividend restrictions imposed by any loan documents to which the Operating Company is a party or by law) (i) the Operating Company will declare and pay dividends with respect to the outstanding shares of its capital stock in an amount (the "***Operating Company Dividend Amount***") equal to the lesser of (i) twenty-five percent (25%) of the net earnings of the Operating Company with respect to the prior fiscal year, or (ii) $6 million; and (ii) Operating Company Parent will declare and pay dividends with respect to the outstanding shares of its capital stock and the Company will declare and pay dividends with respect to the outstanding shares of Common Stock in an amount equal to the Operating Company Dividend amount, less such amount as may be necessary or desirable to pay any expenses incurred or expected to be incurred by such entities, respectively.

SCHEDULE 2.03(a)

Initial Officers of the Company

Clement David Pappas: President and Chief Executive Officer

Clement Dimitri Pappas: Executive Vice President, Human Resources and General Counsel and Secretary

Marc Friedant: Chief Financial Officer and Treasurer

Cary Reimer: Chief Supply Officer

John Graham: Chief Customer Officer

SCHEDULE 2.03(c)

Specified Senior Management Positions

Clement David Pappas: President and Chief Executive Officer

Clement Dimitri Pappas: Executive Vice President, Human Resources and General Counsel and Secretary

Marc Friedant: Chief Financial Officer and Treasurer

Cary Reimer: Chief Supply Officer

John Graham: Chief Customer Officer

SCHEDULE 3.08(e)(iii)

EBITDA Calculation Methodology

"EBITDA" means for any period, the consolidated net income from continuing operations of the Company and its Subsidiaries and for such period before (i) the sum of all interest charges (including imputed interest charges with respect to capital lease obligations and all amortization of debt discount and expense), (ii) federal, state and local income taxes, and (iii) depreciation of fixed assets and amortization of intangible assets, as calculated based on the Company's consolidated financial statements prepared in accordance with generally accepted accounting principles, consistently applied, as in effect in the United States; provided that inventories for the Company and its Subsidiaries should be stated at the lower of cost or market using the first-in, first-out (FIFO) method; provided, further, that the following shall not be included in the calculation of "EBITDA":

(i) any allocated corporate overhead expenses, or intercompany or corporate charges of Lassonde Industries and its Affiliates (other than the Operating Company), except when (and only to the extent) that the expense or charge results from a request from the Operating Company and results in an out-of-pocket costs for Lassonde Industries or any of its Affiliates (other than the Operating Company);

(ii) compensation and benefit expenses of personnel hired by the Operating Company expressly upon the request of Lassonde Industries or it Affiliates (other than the Operating Company) to the extent that the CEO reasonably determines that the Operating Company does not have an operational requirement for such personnel and that the hiring of such personnel has not presented a financial benefit to the Operating Company in excess of the compensation and benefits payable to such personnel in the applicable period and is not reasonably expected to present such a financial benefit in the future; *provided*, *however*, that all compensation and benefit expenses related to legal or regulatory compliance by the Operating Company shall be included in the calculation of EBITDA;

(iii) all integration costs incurred in the first two years of operations following the Effective Date, including, but not limited to, severance expenses, travel expenses and consulting fees directly related to the integration and not directly related to the conduct of the Operating Company's business;

(iv) expenses incurred by the Operating Company for, or on behalf of Lassonde Industries or its Affiliates (other than the Operating Company);

(v) any extraordinary, unusual or non-recurring gains, losses or expenses not incurred by the Operating Company in the ordinary course of business, including all costs and expenses (including legal and accounting fees, all Company Expenses and Retention Bonus Payments (as each such capitalized term is defined in the Merger Agreement)), incurred by the

Operating Company and related to the transactions contemplated by the Merger Agreement; and

(vi) incremental employee or employee benefit-related expenses incurred by the Operating Company as a result of the consummation of the transactions contemplated by the Merger Agreement.

Sample Put Price Calculation

Total Number of Shares: 1,000,000

Pappas Group Shareholding: 193,333

EBITDA:

Most recent twelve- (12) month period for which financial statements are available immediately preceding exercise of the applicable rights under the Agreement ("**Most Recent Twelve Months**"):	$70,000,000
Twelve- (12) month period immediately preceding Most Recent Twelve Months:	$65,000,000
Average:	$67,500,000

Debt Level:

Debt Level (excluding Tax Reinvestment Loans):	$200,000,000
Cash	$<10,000,000>
Debt-Cash[1]	$190,000,000

Calculation:

Enterprise Value (6.4 x $67,500)	$432,000,000
- Debt (Net of Cash)	$190,000,000
	$242,000,000
/Total Number of Shares	1,000,000
Put Price (Per Share)	$ 242

Put Sold: 25% x 193,333 shares = 48,333 shares

Put Value: 48,333 shares x $242 = $11,696,000

[1] As of the date of the most recent available financial statements.

EXHIBIT A

FORM OF TAX REINVESTMENT LOAN PROMISSORY NOTE

DEMAND LOAN NOTE

US $____________________ Montreal, Quebec
___________, 20__

FOR VALUE RECEIVED, the undersigned, **PAPPAS LASSONDE HOLDINGS, INC.**, a Delaware corporation (together with its successors and assigns, the "***Maker***"), promises to pay, **ON DEMAND** (subject to the conditions set forth below), to **LASSONDE (U.S.A.) INC.**, a Canadian corporation (together with its successors and permitted assigns, the "Payee"), at 755 Principale, Rougemont, Quebec J0L 1M0, or such other address as the Payee may from time to time designate to the Maker in writing, the principal sum of ______________________ Dollars (US $________________).

This Demand Loan Note is one of the "Tax Reinvestment Loans" referred to in that certain Stockholders' Agreement by and among the Maker, Clement Pappas and Company, Inc., 3346625 Canada Inc., Luxlas Fund Limited Partnership, Lassonde (U.S.A.) Inc., and the other stockholders listed on the signature page thereto dated as of August __, 2011 (the "***Stockholders' Agreement***"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Stockholders' Agreement.

Unpaid principal shall be paid on demand by the Payee; provided, however, that the Payee agrees that it will not demand payment on this Demand Loan Note prior to the later of: (i) the date on which the Luxlas Credit Facility is paid in full and all obligations under the Luxlas Credit Facility are terminated (such date being the "***Financing Payment Date***"); or (ii) the date upon which no member of the Pappas Group or their Permitted Transferees owns any Company Securities. Interest shall not accrue on unpaid principal. Principal may be prepaid at the option of the Maker (without prior notice) in whole or in part at any time on or after the Financing Payment Date without premium or penalty.

Upon the commencement of any bankruptcy, dissolution, insolvency, receivership or liquidation or similar proceeding of any jurisdiction relating to the Maker, all amounts owed by the Maker to the Payee shall become immediately due and payable without presentment, demand, protest or notice of any kind in connection with this Demand Loan Note.

All payments under this Demand Loan Note shall be made without setoff, counterclaim or deduction of any kind. Any amount owing by the Maker to the Payee shall not be reduced in any way by any outstanding obligations of the Payee to the Maker, whether such obligations are monetary or otherwise.

The Payee is hereby authorized to record all repayments of amounts owning by the Maker to the Payee under this Demand Loan Note in its books and records in accordance with its usual practice, such books and records constituting prima facie evidence of the accuracy of the information contained therein; provided, however, that the failure of the Payee to record such information shall not affect any of the Maker's obligations.

Maker hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. No delay on the part of the Payee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Demand Loan Note shall in any event be effective against the Payee or the Maker unless the same shall be in writing and signed and delivered by such party.

This Demand Loan Note may not, without the prior written consent of the Maker, be assigned or transferred, by operation of law or otherwise, and any attempted assignment or transfer shall be null and void *ab initio*; provided, however, that Payee may assign or transfer its rights under this Demand Loan Note to a Permitted Transferee; provided, further, that, notwithstanding the foregoing, if, while a Permitted Transferee holds this Demand Loan Note, such Person would cease to qualify as a Permitted Transferee in relation to the initial Payee from whom or which such Permitted Transferee or any previous Permitted Transferee of such initial Payee received such securities (an "***Unwinding Event***"), then the relevant initial transferor Payee shall promptly notify the Maker of the pending occurrence of such Unwinding Event and, prior to such Unwinding Event, such initial transferor Payee and such transferee shall take all actions necessary to effect a Transfer of this Demand Loan Note either back to such initial Payee or to another Person that qualifies as a Permitted Transferee of such initial Payee.

This Demand Loan Note shall bind the Maker and its successors and assigns and inure to the benefit of the Payee and its successors and assigns.

THIS DEMAND LOAN NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, U.S.A. WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

PAPPAS LASSONDE HOLDINGS, INC.

By: ______________________________
Name:
Title:

ANNEX VI

[TO BE ATTACHED AS EXHIBIT I TO THE MERGER AGREEMENT]

FORM OF STOCK PURCHASE AGREEMENT

[*see attached*]

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of August 12, 2011 by and among the persons named on Schedule A hereto (the "Purchasers") and Pomona Holdings, Inc., a Delaware corporation ("Pomona Holdings"), pursuant to Sections 6.2(p) and 6.3(e) of the Agreement and Plan of Merger dated as of June 17, 2011 by and among Clement Pappas and Company, Inc., Pomona Holdings, Pomona Merger Corp., a direct wholly-owned subsidiary of Pomona Holdings ("Merger Sub"), and, solely for the purposes of Sections 2.7, 5.10, 8.3, 8.4, 8.8, 8.9 and 9.1 and Article 10 thereof, Clement David Pappas and Clement Dimitri Pappas, as the Representatives, and, solely for the purposes of Article 10 thereof, Lassonde Industries, Inc. (the "Merger Agreement").

WHEREAS, in connection with the merger transaction contemplated by the Merger Agreement (the "Merger"), Pappas Lassonde Holdings, Inc., a Delaware corporation and the holder of all of the outstanding capital stock of Pomona Holdings ("P-L Holdings"), will contribute 29,000 shares of the voting common stock, par value $0.001 per share ("Common Stock"), of P-L Holdings to Pomona Holdings (the "Stock Contribution") for immediate resale by Pomona Holdings to the Purchasers; and

WHEREAS, each of the Purchasers desires to purchase from Pomona Holdings, and Pomona Holdings desires to sell to each Purchaser, the number of shares of Common Stock set forth opposite such Purchaser's name on Schedule A attached hereto (collectively, the "Securities"), immediately following the Stock Contribution.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to such terms in the Merger Agreement.

SECTION 2. SALE AND PURCHASE OF SECURITIES. Subject to the terms and conditions of this Agreement and subject to the consummation of the Merger, at the Closing referred to below each of the Purchasers agrees to purchase from Pomona Holdings, and Pomona Holdings agrees to sell to each such Purchaser, the Securities set forth opposite such Purchaser's name on Schedule A, at a purchase price of $1,072.65517241 per share (the "Per Share Price"), for the aggregate purchase price set forth opposite such Purchaser's name on Schedule A (with respect to each Purchaser, such aggregate purchase price, the "Purchase Price").

SECTION 3. CLOSING.

3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Dechert LLP, Cira Centre, 2929 Arch Street, Philadelphia, Pennsylvania 19104, immediately after the effectiveness of the Stock Contribution on the date of the Merger (the "Closing Date").

3.2 Closing Deliveries. At the Closing:

(a) Pomona Holdings shall cause P-L Holdings to deliver to each Purchaser a stock certificate representing the Securities purchased by such Purchaser, free and clear of any Lien and in the name of such Purchaser;

(b) Each Purchaser shall pay to Pomona Holdings the Purchase Price payable by such Purchaser by delivery to Pomona Holdings of the promissory note received by such Purchaser pursuant to Section 2.7(c)(i) of the Merger Agreement;

(c) The Purchasers shall execute and deliver the P-L Holdings Stockholders' Agreement to P-L Holdings and the other parties thereto; and

(d) Pomona Holdings shall cause the P-L Holdings Stockholders' Agreement to be executed and delivered to the Purchasers by P-L Holdings, the Surviving Corporation, the Lassonde Investor (as defined in the P-L Holdings Stockholders' Agreement) and Lassonde (U.S.A.) Inc.

3.3 Condition to Pomona Holdings' Obligation. The Purchasers acknowledge and agree that the obligation of Pomona Holdings to sell any of the Securities to any such Purchaser is expressly conditioned on the payment by each Purchaser of the Purchase Price payable by each Purchaser at the Closing and the execution by each Purchaser of the P-L Holdings Stockholders' Agreement.

3.4 Condition to Obligations of Each Party Hereto. Each party hereto acknowledges and agrees that the obligations hereunder of each Purchaser and Pomona Holdings are expressly conditioned upon the prior consummation on the Closing Date of the Merger. This Agreement shall terminate automatically (without any further action by any party hereto) and be of no further force and effect, with no liability on the part of any of the parties hereto, upon termination of the Merger Agreement if the Merger has not occurred.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF POMONA HOLDINGS. Pomona Holdings represents and warrants to each Purchaser that the statements contained in this Section 4 are correct and complete as of the Closing Date:

4.1 Organization. Pomona Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. P-L Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The certificate of incorporation and bylaws of each of Pomona Holdings and P-L Holdings are attached hereto as Exhibit 1.

4.2 Authorization. Pomona Holdings has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and P-L Holdings has the power and authority to effect the Stock Contribution, all of which have been duly authorized by all requisite action (including any required stockholder or director approvals). This Agreement has been duly authorized, executed and delivered by Pomona Holdings and constitutes a valid and binding agreement of Pomona Holdings, enforceable against Pomona Holdings in accordance with its terms.

4.3 Non-contravention. With respect to Pomona Holdings, the execution, delivery and performance by Pomona Holdings of this Agreement and the consummation of the sales of Securities contemplated hereby, and with respect to P-L Holdings, the consummation of the Stock Contribution, do not (a) contravene any provision contained in such entity's certificate of incorporation or by-laws, (b) conflict with, violate or result in a material breach (with or without the lapse of time, the giving of notice or both) of or constitute a material default (with or without the lapse of time, the giving of notice or both) under, or require the consent or approval of any third party under (i) any contract, agreement, commitment, indenture, mortgage, lease, pledge, note, bond, license, permit or other instrument or obligation or (ii) assuming satisfaction of the requirements set forth in Section 4.4, any judgment, order, decree, statute, law, rule or regulation or other restriction of any Governmental Authority, in each case to which such entity is a party or by which it is bound or to which any of its assets or properties are subject, or (iii) result in the acceleration of, or permit any Person to terminate, modify, cancel, accelerate or declare due and payable prior to its stated maturity, any material obligation of such entity.

4.4 No Consents. Except for any requirement to qualify for a registration exemption under the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder (collectively, the "Securities Act") or any applicable state securities laws, no notice to, filing with, or authorization, registration, consent or approval of any Governmental Authority is necessary for the Stock Contribution or the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby by Pomona Holdings or P-L Holdings, except for any consents, approvals, orders, permits, authorizations, registrations, declarations, notices and filings for which no material consequences will arise from the failure to make or obtain them.

4.5 Capitalization of P-L Holdings; Subsidiaries.

(a) The authorized, issued and outstanding capital stock of P-L Holdings immediately after giving effect to the Stock Contribution and the transactions contemplated by this Agreement and the Merger Agreement shall be as set forth on Schedule B. P-L Holdings does not and immediately after the Closing will not have any outstanding options or warrants relating to its capital stock or any outstanding securities or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire from it, any shares of its capital stock. Except as set forth in the P-L Holdings Stockholders' Agreement, there are no (a) outstanding obligations of P-L Holdings to repurchase, redeem or otherwise acquire any capital stock of P-L Holdings or (b) voting trusts, proxies or other agreements among the stockholders of P-L Holdings with respect to the voting or transfer of the capital stock of P-L Holdings. The Per Share Price equals the per share purchase price paid by each of Lassonde Investor, Lassonde (U.S.A.) Inc. and Luxlas Fund Limited Partnership to P-L Holdings in consideration for each share of Common Stock held by Lassonde Investor, Lassonde (U.S.A.) Inc. and Luxlas Fund Limited Partnership as of the Closing.

(b) All of the issued and outstanding shares of capital stock of Pomona Holdings are directly or indirectly owned by P-L Holdings free and clear of all Liens. Pomona Holdings does not and immediately after the Closing will not have any outstanding options or warrants relating to its capital stock or any outstanding securities or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire from it, any shares of its capital stock. There are no (i) outstanding obligations of Pomona Holdings to repurchase, redeem or otherwise acquire any of its capital stock or (ii) voting trusts, proxies or other agreements among its stockholders with respect to the voting or transfer of the capital stock of Pomona Holdings. All of the issued and outstanding shares of capital stock of Pomona Holdings have been duly authorized, validly issued, are fully paid and are nonassessable.

4.6 Securities. The Securities have been validly authorized, duly issued and fully paid and are nonassessable. Pomona Holdings has (and upon payment of the Purchase Price therefor at the Closing, each Purchaser shall obtain) good and marketable title to the Securities purchased by such Purchaser, free and clear of all Liens.

4.7 Conduct of Business; Liabilities. Other than in connection with (a) the formation and organization of P-L Holdings, Pomona Holdings and Merger Sub and (b) the negotiation, execution and delivery of this Agreement and the Merger Agreement and the other agreements contemplated thereby, prior to the consummation of the transactions contemplated by the Merger Agreement, none of P-L Holdings, Pomona Holdings and Merger Sub has (i) conducted any business, (ii) incurred any expenses, obligations or liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known and whether due or to become due and regardless of when asserted), (iii) owned any assets, (iv) entered into any contracts or agreements or (v) assuming the accuracy of the representations and warranties of the Purchasers in this Agreement, violated any applicable laws or governmental rules or regulations.

4.8 Commissions and Fees. No commission, fee or other remuneration is to be paid or given, directly or indirectly, to any Person by Pomona Holdings or its Affiliates for soliciting such Purchaser to purchase the Securities.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS. Each Purchaser, severally but not jointly, represents and warrants to Pomona Holdings that the statements contained in this Section 5 are correct and complete with respect to such Purchaser as of the Closing Date:

5.1 Authorization. Such Purchaser has the power and authority (including, as applicable, full corporate, limited liability company, limited partnership or trustee power and authority), or in the case of an individual, the capacity, to execute and deliver this Agreement and to perform such Purchaser's obligations hereunder, all of which have been duly authorized by all requisite action. This Agreement has been duly authorized, executed and delivered by such Purchaser and constitutes a valid and binding agreement of such Purchaser, enforceable against such Purchaser in accordance with its terms.

5.2 Non-contravention. The execution, delivery and performance by such Purchaser of this Agreement and the consummation of the sales of Securities contemplated hereby do not and will not (a) contravene any provision contained in such Purchaser's organizational documents or trust documents (if applicable), (b) conflict with, violate or result in a material breach (with or without the lapse of time, the giving of notice or both) of or constitute a material default (with or without the lapse of time, the giving of notice or both) under, or require the consent or approval of any third party under (i) any contract, agreement, commitment, indenture, mortgage, lease, pledge, note, bond, license, permit or other instrument or obligation or (ii) assuming satisfaction of the requirements set forth in Section 5.3, any judgment, order, decree, statute, law, rule or regulation or other restriction of any Governmental Authority, in each case to which such Purchaser is a party or by which such Purchaser is bound or to which any of such Purchaser's assets or properties are subject, or (iii) result in the acceleration of, or permit any Person to terminate, modify, cancel, accelerate or declare due and payable prior to its stated maturity, any material obligation of such Purchaser.

5.3 No Consents. Except for any requirement to qualify for a registration exemption under the Securities Act or any applicable state securities laws, no notice to, filing with, or authorization, registration, consent or approval of any Governmental Authority is necessary for the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby by such Purchaser, except for any consents, approvals, orders, permits, authorizations, registrations, declarations, notices and filings for which no material consequences will arise from the failure to make or obtain them.

5.4 Investment.

(a) The Securities are being acquired for such Purchaser's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act or any applicable state securities laws and will not be disposed of in contravention of the Securities Act or any applicable state securities laws.

(b) Such Purchaser has knowledge of and has had access to information concerning the business, financial condition, properties, operations and prospects of P-L Holdings, is sophisticated in financial matters, is able to evaluate the risks and benefits of the investment in the Securities, and has determined that such investment in the Securities is suitable for such Purchaser, based upon such Purchaser's financial situation and needs, as well as such Purchaser's other securities holdings.

(c) Such Purchaser is able to bear the economic risk of such Purchaser's investment in the Securities for an indefinite period of time and such Purchaser understands that the Securities have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Such Purchaser further understands that the Securities are subject to certain restrictions set forth in the P-L Holdings Stockholders' Agreement.

(d) Such Purchaser has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Securities and has had full access to such other information concerning P-L Holdings as such Purchaser has requested.

(e) Such Purchaser acknowledges that: (i) Rule 144 under the Securities Act is not available for resale of the Securities by such Purchaser because P-L Holdings does not satisfy certain conditions of that Rule; (ii) for so long as such Rule is not available, any resale or other transfer of such Securities under circumstances in which the seller or the person through whom the sale is made may be deemed to be an underwriter, as that term is used in the Securities Act, may require compliance with some other exemption under the Securities Act or the rules and regulations of the Securities and Exchange Commission; and (iii) any resale or other transfer of such Securities at such time in the future as Rule 144 may be available which is made in reliance upon Rule 144 can be made only in limited amounts in accordance with the terms and conditions of said Rule (including the fact that such Securities must be held for minimum periods of time).

(f) No commission, fee or other remuneration is to be paid or given, directly or indirectly, to any Person by such Purchaser for soliciting such Purchaser to purchase the Securities.

(g) Such Purchaser is an "accredited investor" as defined in Rule 501(a) under the Securities Act. Such Purchaser is a resident of the state set forth opposite such Purchaser's name on Schedule A attached hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

5.5 Employee Relationship. As an inducement to Pomona Holdings to sell the Securities to the Purchaser, and as a condition thereto, each Purchaser acknowledges and agrees (with respect to such Purchaser) that neither the sale of the Securities to such Purchaser nor any provision contained herein shall entitle such Purchaser to remain in the employment of the Surviving Corporation or affect any rights of the Surviving Corporation to terminate such Purchaser's employment. This Agreement shall not impair the rights of any Purchaser under any written employment contract between such Purchaser and the Surviving Corporation, or the rights of any Purchaser under the P-L Holdings Stockholders' Agreement.

SECTION 6. MISCELLANEOUS PROVISIONS.

6.1 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile upon electronic confirmation of receipt, or if mailed by overnight courier service guaranteeing next day delivery, one day after mailing, or if mailed in any other way, then upon receipt, as follows:

If to Pomona Holdings:

Lassonde Industries, Inc.
755 Principale
Rougemont, Quebec J0L 1M0
Attention: Jean Gattuso

with a copy to (which shall not constitute notice):

Squire, Sanders & Dempsey (US) LLP
4900 Key Tower
127 Public Square
Cleveland, OH 44114
Attention: Laura D. Nemeth, Esq.

If to a Purchaser:

To the address for such Purchaser set forth on
Schedule A attached hereto.

or to such other address as any party hereto shall notify the other parties hereto (as provided above) from time to time.

6.2 Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed wholly within that jurisdiction; provided, that the issuances of Securities shall be effected in accordance with the laws of the State of Delaware. In connection with any suit, action or other proceeding arising out of or relating to this Agreement, the events giving rise to this Agreement or any transaction contemplated hereby, the parties hereto hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and in the absence of such Federal jurisdiction, the parties consent to be subject to the exclusive jurisdiction of the state courts located in New York, New York, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the parties (a) waives the defense of inconvenient forum, (b) agrees not to commence, and agrees not to permit any Affiliate to commence, any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby other than in any such court and (c) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by law. Each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's address set forth in Section 6.1 above shall be effective service of process for any claim, action or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 6.2 or otherwise.

6.3 Assignment; Successors and Assigns; No Third-Party Rights. Except as otherwise provided herein, this Agreement may not, without the prior written consent of the other parties hereto, be assigned by operation of law or otherwise, and any attempted assignment shall be null and void. This Agreement shall be for the sole benefit of the parties to this Agreement and their respective heirs, successors, permitted assigns and legal representatives and is not intended, nor shall be construed, to give any Person, other than the parties hereto and their respective heirs, successors, assigns and legal representatives, any legal or equitable right, remedy or claim hereunder.

6.4 Counterparts. This Agreement may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format shall be effective as delivery of a manually executed counterpart to this Agreement.

6.5 Titles and Headings. The titles and captions in this Agreement are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Agreement or otherwise affect the meaning or interpretation of this Agreement.

6.6 Entire Agreement. This Agreement, including the Exhibit and Schedules attached hereto, constitutes the entire agreement among the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters. Notwithstanding the foregoing, the Merger Agreement and the P-L Holdings Stockholders' Agreement shall not be superseded by this Agreement and shall remain in full force and effect.

6.7 Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

6.8 No Strict Construction. Each of the parties hereto acknowledges that this Agreement has been prepared jointly by the parties hereto and shall not be strictly construed against either party. As a consequence, the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement and therefore waive their effects.

6.9 Specific Performance. Each of the Purchasers and Pomona Holdings acknowledge that the rights of each party to consummate the transactions contemplated hereby are unique and recognize and affirm that in the event of a breach of this Agreement by any party, money damages would be inadequate and the non-breaching parties would have no adequate remedy at law. Accordingly, the parties agree that non-breaching parties shall have the right to specific performance, injunctive and/or other equitable relief (without the necessity of proving the inadequacy as a remedy of money damages or the posting of bond or other security), in addition to any other rights and remedies existing in their favor at law or in equity, to enforce their rights and the other parties' obligations hereunder. Each party agrees that such party will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that another party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

6.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

6.11 Failure or Indulgence not Waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

6.12 Amendments and Waivers. This Agreement may be amended, modified, waived and supplemented only by a written instrument authorized and executed by each party to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

***POMONA HOLDINGS*:**

POMONA HOLDINGS, INC.

By: ___________________________
Name:_________________________
Title:__________________________

PURCHASERS:

CLEMENT DAVID PAPPAS 2009
IRREVOCABLE TRUST

By: ___________________________
Name: Clement David Pappas
Title: Trustee

EDWARD L.B. PAPPAS 2009
IRREVOCABLE TRUST

By: ___________________________
Name: Edward Pappas
Title: Trustee

ZACHARY P. PAPPAS 2009
IRREVOCABLE TRUST

By: ___________________________
Name: Zachary Pappas
Title: Trustee

CLEMENT DIMITRI PAPPAS 2009
IRREVOCABLE TRUST

By: ___________________________
Name: Clement Dimitri Pappas
Title: Trustee

T/U/A OF DEAN C. PAPPAS DATED
FEBRUARY 3, 2009, AS AMENDED

By: ___________________________
Name: Dean C. Pappas
Title: Trustee

SCHEDULE A

Name	Address	Shares of P-L Holdings Common Stock to be Purchased	Aggregate Purchase Price
CLEMENT DAVID PAPPAS 2009 IRREVOCABLE TRUST	c/o Clement David Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069	9,000.00	$9,653,896.55
EDWARD L.B. PAPPAS 2009 IRREVOCABLE TRUST	c/o Edward Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069	6,500.00	$6,972,258.62
ZACHARY P. PAPPAS 2009 IRREVOCABLE TRUST	c/o Zachary Pappas 1016 Clinton St. Philadelphia, PA 19107	4,500.00	$4,826,948.28
CLEMENT DIMITRI PAPPAS 2009 IRREVOCABLE TRUST	c/o Clement Dimitri Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069 Attention: DIMITRI PAPPAS	7,000.00	$7,508,586.21
T/U/A OF DEAN C. PAPPAS DATED FEBRUARY 3, 2009, AS AMENDED	c/o Dean Pappas 110 Compromise Rd Salem, NJ 08079	2,000.00	$2,145,310.34
TOTALS:		**29,000.00000**	**$31,107,000.00**

SCHEDULE B

Post-Merger, Post-Stock Contribution and Post-Stock Purchase Capitalization of P-L Holdings

Authorized capital stock: 1,000,000 shares of voting common stock, par value $0.001 per share

Issued and outstanding capital stock: 150,000.00 shares of voting common stock, par value $0.001 per share

Stockholder	Address	Shares of Common Stock Owned of Record	Percentage Ownership
LASSONDE (U.S.A.) INC.	c/o Lassonde Industries Inc. 755 Principale Rougemont, Quebec J0L 1M0	91,000.00	60.6667%
3346625 CANADA INC.	c/o Lassonde Industries Inc. 755 Principale Rougemont, Quebec J0L 1M0	15,000.00	10.0%
LUXLAS FUND LIMITED PARTNERSHIP	c/o Lassonde Industries Inc. 755 Principale Rougemont, Quebec J0L 1M0	15,000.00	10.0%
CLEMENT DAVID PAPPAS 2009 IRREVOCABLE TRUST	c/o Clement David Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069	9,000.00	6.0%
EDWARD L.B. PAPPAS 2009 IRREVOCABLE TRUST	c/o Edward Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069	6,500.00	4.3333%
ZACHARY P. PAPPAS 2009 IRREVOCABLE TRUST	c/o Zachary Pappas 1016 Clinton St. Philadelphia, PA 19107	4,500.00	3.0%
CLEMENT DIMITRI PAPPAS 2009 IRREVOCABLE TRUST	c/o Clement Dimitri Pappas One Collins Drive, Suite 200 Carneys Point, NJ 08069 Attention: DIMITRI PAPPAS	7,000.00	4.6667%
T/U/A OF DEAN C. PAPPAS DATED FEBRUARY 3, 2009, AS AMENDED	c/o Dean Pappas 110 Compromise Rd Salem, NJ 08079	2,000.00	1.3333%
TOTALS:		150,000.00	100.0%

EXHIBIT 1

See attached