CETTE ENTENTE DE PRÊT À TERME

REMPLACE L'ENTENTE DE PRÊT À TERME

PUBLIÉE LE 17 AOÛT 2011

THIS TERM LOAN AGREEMENT

REPLACES THE TERM LOAN AGREEMENT

PUBLISHED ON AUGUST 17, 2011

EXECUTION VERSION

TERM LOAN AGREEMENT

dated as of August 12, 2011,

among

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower,

THE GUARANTORS PARTY HERETO,
as Guarantors,

THE LENDERS PARTY HERETO

and

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral Agent

and

BANK OF MONTREAL,
as Syndication Agent

and

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

and

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

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TERM LOAN AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, policy, or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that

notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "**Change in Law**", regardless of the date enacted, adopted or issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Company Material Adverse Effect**" means any effect, change, event, occurrence or condition (whether or not constituting any breach of a representation, warranty, covenant or agreement set forth in the Merger Agreement) that, individually or in the aggregate with all other effects, changes, events, occurrences or conditions, has or would reasonably be expected to have a material adverse effect upon the

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

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

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

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

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

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

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

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

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

(a) Consolidated Interest Expense for such period;

(b) Consolidated Amortization Expense for such period;

(c) Consolidated Depreciation Expense for such period;

(d) Consolidated Tax Expense for such period;

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

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

(g) non-recurring executive bonuses, professional fees, commissions and other expenses of Clement Pappas resulting from the Transactions, and payments made under Clement Pappas' supplemental executive retirement plan, to the extent serving as a credit against purchase consideration otherwise payable to the Sellers under the Acquisition Agreement and accrued

during the fiscal quarter ending June 26, 2011 or the fiscal quarter ending September 30, 2011 in an aggregate amount not to exceed $21,500,000; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) in the case of a Funding Default, the period commencing on the date of the applicable Funding Default and ending on the earliest of the following dates: (i) the date on which all Commitments are cancelled or terminated (other than upon the making of the applicable Borrowings) and/or the Obligations are declared or become immediately due and payable, (ii) the date on which (A) the Default Excess with respect to such Defaulting Lender

shall have been reduced to zero (whether by the funding by such Defaulting Lender of any Defaulted Loans of such Defaulting Lender or by the non-pro rata application of any optional or mandatory prepayments of the Loans in accordance with the terms hereof or any combination thereof) and (B) such Defaulting Lender shall have delivered to Borrower and the Administrative Agent a written reaffirmation of its intention to honor its obligations under this Agreement with respect to its Commitment(s), and (iii) the date on which Borrower, the Administrative Agent and the Required Lenders waive all Funding Defaults of such Defaulting Lender in writing; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Eligible Assignee**" means (i) a Lender or any Affiliate or Approved Fund of any Lender (any two or more Approved Funds of a Lender being treated as a single Eligible Assignee for all purposes

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

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

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

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

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

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

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

"**Equity Contribution Agreement**" means Section 4.04 of the Stockholders' Agreement.

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

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

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

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

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

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

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

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

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

(a) the sum, without duplication, of:

(i) Consolidated EBITDA for such period;

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

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

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

(b) the sum, without duplication, of:

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

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

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

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

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

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

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

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

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

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

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

any other CP Guarantor or by any Subsidiary of Holdings that is not a CP Guarantor to another such Subsidiary or to a CP Guarantor, in each case that is not prohibited under the Loan Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Insolvency Laws**" means the Bankruptcy Code, and all other insolvency, bankruptcy, receivership, liquidation, conservatorship, assignment for the benefit of creditors, moratorium, rearrangement, reorganization, or similar federal or state Legal Requirements of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including the Bankruptcy Code, the Companies' Creditors Arrangement Act (Canada), the Bankruptcy

and Insolvency Act (Canada), the Winding-up and Restructuring Act (Canada), the CCQ and the Council Regulation (EC) n° 1345/2000 of May 29, 2000 on insolvency proceedings.

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

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

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

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

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

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

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

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December to occur during any period in which such Loan is

outstanding, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Loan with an Interest Period of more than three months' duration, each day before the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Loan, the Maturity Date and, after such maturity, on each date on which demand for payment is made.

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

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

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

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

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

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

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

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

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

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

"**Leases**" means any and all leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, franchise agreements, access agreements and any other agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof),

whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any Real Property.

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

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

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

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

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

"**Lien**" means, with respect to any Property, (a) any mortgage, deed of trust, lien (statutory or other), pledge, encumbrance, claim, charge, assignment, hypothecation, deposit arrangement, security interest or encumbrance of any kind or any arrangement to provide priority or preference or any filing of any financing statement under the UCC, PPSA, CCQ or any other similar notice of Lien under any similar notice or recording statute of any Governmental Authority, including any easement, servitude, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, and any agreement to give any of the foregoing, (b) the interest of a vendor or a lessor

under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such Property, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Net Cash Proceeds**" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

assumed or otherwise supported by any Company hereunder shall be paid in full or released as to the business, Persons or Properties being so acquired on or before the consummation of such acquisition;

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

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

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

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

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

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

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

(xiii) (A) in the case of an acquisition of all or substantially all of the Property of any Person, (1) the Person making such acquisition is a CP Guarantor, and (2) to the extent required under the Loan Documents, including Section 5.11, upon consummation of the Permitted Acquisition, the Person being so acquired becomes a CP Guarantor, (B) in the case of

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

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

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

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

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

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

"**Permitted Refinancing Debt**" means Indebtedness of Holdings, Clement Pappas or any Subsidiary issued or incurred (including by means of the extension or renewal of existing Indebtedness) to refinance, refund, extend, renew or replace existing Indebtedness, including any existing Permitted Refinancing Debt (the "**Original Indebtedness**"); *provided* that (a) the principal amount (or the aggregate accreted value, if applicable) of such refinancing, refunding, extending, renewing or replacing Indebtedness is not greater than the principal amount (or the aggregate accreted value, if applicable) of such Original Indebtedness plus (i) the amount of any premiums or penalties and accrued and unpaid interest paid thereon and reasonable fees and expenses, in each case associated with such refinancing, refunding, extension, renewal or replacement, and (ii) the amount of existing unutilized commitments under such Original Indebtedness (to the extent such existing unutilized commitments could then be utilized in compliance with the terms of such Original Indebtedness and this Agreement), (b) such refinancing, refunding, extending, renewing or replacing Indebtedness has final maturity that is no sooner than, and a weighted average life to maturity that is no shorter than, such Original Indebtedness, (c) if

such Original Indebtedness or any guarantees thereof are subordinated to the Obligations, such refinancing, refunding, extending, renewing or replacing Indebtedness and any guarantees thereof remain so subordinated on terms no less favorable to the Lenders, (d) the obligors and guarantors in respect of such Original Indebtedness immediately prior to such refinancing, refunding, extending, renewing or replacing are the only obligors and guarantors on such refinancing, refunding, extending, renewing or replacing Indebtedness (other than, for the purposes of Section 6.01(e) only, obligors and guarantors that are Loan Parties), (e) if such Original Indebtedness is secured, any Liens securing such Original Indebtedness (which shall be deemed to include Liens that are required to be provided under the terms of such Original Indebtedness, whether or not subject to a perfected security interest prior to such refinancing) are not extended to any additional Property of any Loan Party or its Subsidiary, (f) no Event of Default has occurred and is continuing at the time of issuance or incurrence or would result therefrom and (g) such refinancing, refunding, extending, renewing or replacing Indebtedness contains covenants and events of default and is benefited by guarantees if any which taken as whole are determined in good faith by Responsible Officer of Borrower to be no less favorable to Borrower or the applicable Company and the Lenders in any material respect than the covenants and events of default or guarantees, if any, in respect of such Original Indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Secured Parties**" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Subsidiary**" means, with respect to any Person (the "**parent**") at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, (b) any other corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the

parent, (c) any partnership (i) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (ii) the only general partners of which are the parent and/or one or more subsidiaries of the parent and (d) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent. Unless the context requires otherwise, "**Subsidiary**" refers to a Subsidiary of Clement Pappas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "asset" and "Property" shall be construed to have the same meaning and effect. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "hereto," "herein," "hereof" and

"hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. This Section 1.03 shall apply, *mutatis mutandis*, to all Loan Documents.

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

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

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

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

ARTICLE II
THE CREDITS

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

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

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

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

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

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

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

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

(a) the aggregate amount of such Borrowing;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that (i) interest accrued pursuant to Section 2.06(c) (including interest on past due interest) and all interest accrued but unpaid on or after the Maturity Date shall be

payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment; it being understood that interest on any Loan that is the subject of a mandatory prepayment shall continue to accrue on amounts deposited in the Breakage Prepayment Account as provided in Section 2.10(j) hereof and will be payable at the end of the Interest Period for such Loan and (iii) in the event of any conversion of any Eurodollar Loan before the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) so long as no Event of Default shall then exist or would arise therefrom, such proceeds shall not be required to be so applied on such date to the extent that Borrower shall have delivered an Officers' Certificate to the Administrative Agent on or before such date stating

that such proceeds are expected to be used to repair, replace or restore any Property in respect of which such Net Cash Proceeds were paid or to reinvest in fixed or capital assets of any Loan Party, no later than 270 days following the date of receipt of such proceeds (which Officers' Certificate shall set forth the estimates of the proceeds to be so expended); *provided* that (A) if the Property subject to such Casualty Event constituted Collateral, then all Property purchased or otherwise acquired with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the first priority perfected Lien (subject to Permitted Liens) of the applicable Security Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 5.11 and Section 5.12; and (B) if such Company has commenced such repair, replacement or restoration within such 270-day period and has prosecuted same diligently, the Administrative Agent may in its sole discretion at the written request of such Company extend such 270-day period to permit completion of such repair, replacement or restoration so long as such Company continues to diligently prosecute same; and

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

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

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

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

(g) Application of Prepayments.

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

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

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

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

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

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

would have been available had no investments been made pursuant thereto. Other than any interest earned on such investments (which shall be for the account of Borrower, to the extent not necessary for the prepayment of Eurodollar Borrowings in accordance with this Section), the Breakage Prepayment Account shall not bear interest. Interest or profits, if any, on such investments in any Breakage Prepayment Account shall be deposited in such Breakage Prepayment Account and reinvested and disbursed as specified above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

applied to repay the ABR Loans made by such Lender in lieu of, or resulting from the conversion of, such Eurodollar Loans.

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

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

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

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

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

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

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

Section 2.15 Taxes. (a) Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without

deduction, reduction or withholding for any and all Indemnified Taxes or Other Taxes; *provided* that if any Indemnified Taxes or Other Taxes are required to be deducted, reduced or withheld from such payments under applicable Legal Requirements, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions, reductions or withholdings applicable to additional sums payable under this Section 2.15) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions, reductions or withholdings been made, (ii) Borrower shall make or cause to be made such deductions, reductions or withholdings and (iii) Borrower shall timely pay or cause to be paid the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Legal Requirements; *provided* that no increase shall be made to the sum payable under Section 2.15(a)(i) for or on account of any Indemnified Tax that would not have been imposed but for the Lender not dealing at arm's length with the Borrower or the payor of the payment for the purposes of the Income Tax Act (Canada).

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

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

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

(e) The Administrative Agent and each Lender shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Legal Requirements, such properly completed and executed documentation prescribed by applicable Legal Requirements or reasonably requested by Borrower or the Administrative Agent as will permit payments to be made hereunder or under any other Loan Document without withholding or at a reduced rate of withholding. Without limiting the generality of the foregoing, each Non-U.S. Lender shall to the extent requested by the Borrower (i) furnish either (a) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8BEN (or successor form) (b) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8ECI (or successor form) or (c) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8IMY and all requisite supporting documentation,

certifying, in each case, to such Non-U.S. Lender's legal entitlement to an exemption or reduction from U.S. federal withholding tax with respect to all interest payments hereunder, and (ii) to the extent it may lawfully do so at such times, upon reasonable request by Borrower or the Administrative Agent, provide a new Form W-8BEN (or successor form), Form W-8ECI (or successor form) or Form W-8IMY (or successor form) upon the expiration or obsolescence of any previously delivered form to reconfirm any complete exemption from, or any entitlement to a reduction in, U.S. federal withholding tax with respect to any interest payment hereunder; *provided* that any Non-U.S. Lender that is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code and is claiming the "portfolio interest exemption" under Section 881(c) of the Code shall also furnish a "Non-Bank Certificate" in the form of Exhibit L if it is furnishing a Form W-8BEN. If reasonably requested by Borrower or the Administrative Agent, each Non-U.S. Lender shall (and shall cause other Persons acting on its behalf to) take any action (including entering into an agreement with the Internal Revenue Service) and comply with any information gathering and reporting requirements, in each case, that are required to obtain the maximum available exemption from U.S. federal withholding taxes under FATCA, with respect to payments received by or on behalf of such Non-U.S. Lender; *provided* that a Non-U.S. Lender's breach of this sentence shall affect the rights only of the breaching Non-U.S. Lender, and not the rights of any other Non-U.S. Lender, under Section 2.15(a).

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

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

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

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

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

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

payments under Section 2.15 in respect of such circumstances or event or shall consent to the proposed amendment, waiver, consent or other modification, as the case may be, then such Lender shall not thereafter be required to make any such transfer and assignment hereunder. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender as assignor, any Assignment and Assumption (in the form of Exhibit A-1 or Exhibit A-2, as applicable) necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 2.16(b); *provided* that the Administrative Agent shall not exercise such power of attorney unless such Lender has failed to enter into any such Assignment and Assumption within three Business Days of any written request from the Administrative Agent following the occurrence of any of the circumstances set forth in clauses (i) through (v) (inclusive) above.

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

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

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

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

Section 2.17 Increases of the Commitments.

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

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

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

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

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

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

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

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

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

Any request under this Section 2.17 shall be submitted by Borrower in writing to the Administrative Agent (which shall promptly forward copies to the Lenders). Borrower may also specify

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REPRESENTATIONS AND WARRANTIES

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

Section 3.01 Organization; Powers. Each Transaction Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to carry on its business and to own, lease and operate its Property, in each case, as now conducted and as proposed to be conducted, except where the failure to have any such governmental licenses, authorizations, consents and approvals, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect, and (c) is qualified and licensed to do business and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where

the failure to so qualify, be licensed or be in good standing, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. There is no existing default under any Organizational Document of any Transaction Party or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder.

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

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

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

(b) Borrower has heretofore delivered to the Lenders the Acquired Business' unaudited pro forma consolidated balance sheet and statements of income and cash flows, pro forma EBITDA, other operating data for the fiscal year ended September 26, 2010, and as of and for the nine-

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

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

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

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

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

leasehold interest in Real Property, where such default could reasonably be expected to result in a Material Adverse Effect.

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

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

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

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

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

(b) Patents; Registrations. (i) On and as of the Closing Date, each Company owns and possesses the right to use all issued patents and pending patent applications, trademark, service mark and domain name registrations and pending applications, and copyright registrations and pending applications listed in Schedules 13(a), 13(b) and 13(c) to the Perfection Certificate, and (ii) all patents and

registered trademarks, service marks, copyrights and domain names owned by each Company set forth on Schedule 3.06(a) are valid, subsisting and in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.18 Environmental Matters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fully perfected first priority Liens on, and security interests in, all right, title and interest of each Loan Party in the Mortgaged Properties and the proceeds thereof, in each case prior and superior in right to any other Person, other than Permitted Collateral Liens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
CONDITIONS TO CREDIT EXTENSIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) certified copies, each as of a recent date, of (w) the UCC, RPMRR and PPSA searches required to be attached as Exhibit 5 to the Perfection Certificate, (x) United States Patent and Trademark Office, United States Copyright Office, Canadian Intellectual Property Office and Luxembourg Intellectual Property Directorate searches with respect to Holdings and each of its Subsidiaries, (y) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent

reports or searches listing all effective lien notices or comparable documents that name any of Holdings or any of its Subsidiaries as debtor and that are filed in the state and county jurisdictions in which any Company is organized or maintains its principal place of business, and (z) such other searches that the Collateral Agent deems necessary or appropriate; and

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

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

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

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

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

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

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

ARTICLE V
AFFIRMATIVE COVENANTS

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

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

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

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

consolidating statements of income and cash flows for each such Person for such fiscal quarter and for the then elapsed portion of the fiscal year, in comparative form with the consolidating statements of income and cash flows for each such Person for the comparable periods in the previous fiscal year, accompanied by a certificate of a Financial Officer stating that such financial statements fairly present, in all material respects, the consolidating financial condition and consolidating results of operations and cash flows of each such Person as of the date and for the periods specified in accordance with GAAP consistently applied, subject to the absence of footnotes;

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

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

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

(f) Public Reports; Reports to Holders of Indebtedness. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements, notices and other

materials or information filed by any Company with the SEC or with any national securities exchange, or distributed to holders of its Indebtedness pursuant to the terms of the documentation governing such Indebtedness (or any trustee, agent or other representative therefor), as the case may be;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Undertake all actions, including Response actions, necessary, at the sole cost and expense of the Loan Parties, (i) to address any Release of Hazardous Materials on, at, under, from or onto any Real Property owned, leased or operated by any of the Companies as required pursuant to Environmental Law or the requirements of any Governmental Authority or as the Administrative Agent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.13 Information Regarding Collateral. (a) Not effect any change (i) in any Transaction Party's legal name, (ii) in the location of any Transaction Party's chief executive office or domicile (within the meaning of the CCQ), (iii) in any Transaction Party's organizational structure, (iv) in any Transaction Party's Federal Taxpayer Identification Number or organizational identification number, if any (except as may be required by applicable Legal Requirements, in which case, Borrower shall promptly notify the Administrative Agent of such change), or (v) in any Transaction Party's jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), until (A) it shall have given the Collateral Agent and the Administrative Agent not less than 10 Business Days' prior written notice (in the form of an Officers' Certificate), or such lesser notice period agreed to by the Collateral Agent, of its

intention so to do, clearly describing such change and providing such other information in connection therewith as the Collateral Agent or the Administrative Agent may reasonably request and (B) it shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the validity, enforceability, perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral, if applicable; *provided* that in no event shall LuxCo, Borrower or Canadian GP change its jurisdiction of organization without the prior written consent of the Required Lenders. Each Loan Party shall promptly provide the Collateral Agent with certified Organizational Documents reflecting any of the changes described in the preceding sentence. Each Compliance Certificate delivered pursuant to Section 5.01(d) shall notify the Collateral Agent of any change (since, as applicable, the Closing Date or the Compliance Certificate theretofore most recently delivered pursuant to Section 5.01(d)) in the location of any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral is located (including the establishment of any such new office or facility) if, as a result of any such change, (x) a Landlord Access Agreement would be required to be delivered pursuant to Section 5.11 or (y) additional registrations would be required to be made to ensure continued perfection of the Collateral Agent's security interest in the Collateral.

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

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

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

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

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

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

ARTICLE VI
NEGATIVE COVENANTS

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

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

(a) Indebtedness incurred under the Loan Documents;

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

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

(d) Indebtedness permitted by Section 6.04;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Restricted Payments in compliance with Section 6.08;

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

(m) Permitted Acquisitions;

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

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

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

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

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

(c) any Permitted Acquisition;

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

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

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

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

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

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

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

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

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

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

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

(e) Investments in compliance with Section 6.04;

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

(g) Restricted Payments in compliance with Section 6.08;

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

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

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

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

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

To the extent the requisite Lenders under Section 11.02(b) waive the provisions of this Section 6.06, with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.06,

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

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

(a) Investments in compliance with Section 6.04;

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

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

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

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

(f) Permitted Acquisitions;

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

(h) Restricted Payments in compliance with Section 6.08;

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

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

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

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

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

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

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

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

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

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

(a) Restricted Payments permitted by Section 6.08;

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

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

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

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

Section 6.10 Financial Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

Equity Interests (including any stockholders' agreement), or enter into any new agreement with respect to its Equity Interests, other than any such amendments, modifications or changes or such new agreements which are not, and could not reasonably be expected to be, adverse in any material respect to the interests of any Secured Party.

Section 6.12 Limitation on Certain Restrictions on Subsidiaries. Directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance, restriction or condition on the ability of any Subsidiary to (i) pay Dividends or make any other distributions on its Equity Interests or any other interest or participation in its profits owned by any Company, or pay any Indebtedness owed to any Company, (ii) make loans or advances to any Company or (iii) transfer any of its Properties to any Company, except for such encumbrances, restrictions or conditions existing under or by reason of:

(a) applicable mandatory Legal Requirements;

(b) the Loan Documents, the Convertible Loan Documents, the LuxCo Loan Documents and the Revolving Facility Documents as in effect on the Closing Date;

(c) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary;

(d) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business;

(e) customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale; *provided* that (i) such restrictions and conditions apply only to the Property to be sold, and (ii) such sale or other Disposition is permitted hereunder; or

(f) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents and the Revolving Facility Documents; *provided* that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those before such amendment or refinancing.

Section 6.13 Limitation on Issuance of Capital Stock. (a) With respect to Borrower, LuxCo, Canadian GP and Holdings, issue any Equity Interest that is Disqualified Stock.

(b) With respect to LuxCo, issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (i) for stock splits, stock dividends and additional issuances of Equity Interests which do not decrease the percentage ownership of Borrower in any class of the Equity Interests of LuxCo, (ii) the Convertible Loan Agreement, to the extent that it constitutes a convertible security, and (iii) other Equity Interests issued to Borrower pursuant to the LuxCo Equity Contribution.

(c) With respect to Clement Pappas or any of its Subsidiaries, issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (i) for stock splits, stock dividends and additional issuances of Equity Interests which do not decrease the percentage ownership of Clement Pappas or any Subsidiaries in any class of the Equity Interests of such Subsidiary, (ii) Subsidiaries of Clement Pappas formed or acquired after the Closing Date in accordance with Section 6.14 may issue Equity Interests to Clement Pappas or the Wholly Owned Subsidiary of Clement Pappas which is to own such Equity

Interests, and (iii) Clement Pappas may issue common stock that is Qualified Capital Stock to Holdings. All Equity Interests issued in accordance with this Section 6.13(b) shall, to the extent required by Section 5.11 and Section 5.12 or any Security Document, be delivered to the Collateral Agent for pledge pursuant to the applicable Security Document.

Section 6.14 Limitation on Creation of Subsidiaries. Establish, create or acquire any additional Subsidiaries without the prior written consent of the Required Lenders; *provided* that, without such consent, Clement Pappas may (i) establish or create one or more Wholly Owned Subsidiaries, (ii) establish, create or acquire one or more Subsidiaries in connection with an Investment made pursuant to Section 6.04(f), or (iii) acquire one or more Subsidiaries in connection with a Permitted Acquisition or another Investment permitted hereunder, so long as, in each case, Section 5.11 shall be complied with.

Section 6.15 Business. (a) With respect to Canadian GP, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of Equity Interests of Borrower, (ii) activities with respect to its rights and obligations under or in connection with the Loan Documents and (ii) special purpose holding company activities and Properties reasonably incidental to the foregoing clause (i).

(b) With respect to Borrower, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of Equity Interests of LuxCo and Parent, (ii) activities with respect to its rights and obligations (whether borrowing or lending funds, granting or holding security, or otherwise) under or in connection with the Loan Documents and the Convertible Loan Documents and (iii) special purpose holding company activities and Properties reasonably incidental to the foregoing clauses (i) and (ii).

(c) With respect to LuxCo, engage in any business activities or own any Properties or incur any liabilities, other than (i) activities with respect to its rights and obligations (whether borrowing or lending funds, granting or holding security, or otherwise) under or in connection with the Loan Documents, the Convertible Loan Documents and the LuxCo Loan Documents and (ii) special purpose holding company activities and Properties reasonably incidental to the foregoing clause (i), including the making of Restricted Payments to Borrower that are immediately applied by Borrower to the payment or repayment of Obligations.

(d) With respect to Holdings, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of the Equity Interests of Clement Pappas, (ii) activities with respect to its rights and obligations under or in connection with the Acquisition Documents, the Equity Contribution Agreement, the Loan Documents, the LuxCo Loan Documents and the Revolving Credit Documents and (iii) special purpose holding company activities and Properties reasonably incidental to the foregoing clauses (i) and (ii).

(e) With respect to Clement Pappas and its Subsidiaries, engage (directly or indirectly) in any businesses other than those businesses in which Clement Pappas and its Subsidiaries are engaged on the Closing Date as described in the Confidential Information Memorandum (or which are substantially related thereto or are reasonable extensions thereof).

Section 6.16 Limitation on Accounting Changes. Make or permit, any change in accounting policies or reporting practices, without the consent of the Required Lenders, which consent shall not be unreasonably withheld, except changes that are required by GAAP (subject in each case to the provisions of Section 1.04).

Section 6.17 Fiscal Periods. Change its fiscal year-end and fiscal quarter-ends to dates (or permit to exist fiscal year-end and fiscal quarter-end dates), except that on the Closing Date to a fiscal year-end of December 31 and to fiscal quarter-ends on the last day of each calendar quarter.

Section 6.18 No Further Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of any Company to create, incur, assume or suffer to exist any Lien upon any of its Properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any Lien for an obligation if a Lien is granted for another obligation, except the following: (a) this Agreement, the other Loan Documents, the Convertible Loan Documents, the LuxCo Loan Documents and the Revolving Credit Documents; (b) covenants in documents creating Liens permitted by Section 6.02 prohibiting further Liens (other than Liens permitted under Section 6.02(k)) on the Properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable Legal Requirements, or (ii) consists of customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale or other Disposition; *provided* that (1) such restrictions apply only to such Property and (2) such sale other Disposition is permitted hereunder, or (iii) restricts subletting or assignment of any lease governing a leasehold interest of Clement Pappas or any of its Subsidiaries.

Section 6.19 Anti-Terrorism Law; Anti-Money Laundering. (a) Directly or indirectly, (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.22, (ii) knowingly deal in, or otherwise engage in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and the Loan Parties shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming the Companies' compliance with this Section 6.19).

(b) Cause or permit any of the funds of such Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of Legal Requirements.

Section 6.20 Embargoed Person. Cause or permit (a) any of the funds or Properties of the Loan Parties that are used to repay the Loans to constitute Property of, or be beneficially owned directly or indirectly by, any Person subject to sanctions or trade restrictions under United States law ("**Embargoed Person**" or "**Embargoed Persons**") that is identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by OFAC and/or on any other similar list ("**Other List**") maintained by OFAC pursuant to any authorizing statute including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq*., the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Order or regulation promulgated thereunder, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements, or the Loans made by the Lenders would be in violation of Legal Requirements, or (2) the Executive Order, any related enabling legislation or any other similar executive orders, or (b) any Embargoed Person to have any direct or indirect interest, of any nature whatsoever in the Loan Parties, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements are in violation of applicable Legal Requirements.

Section 6.21 Blocked Account and Quebec LP Blocked Account. (a) LuxCo shall not issue instructions or have any other right or ability to access or withdraw or transfer funds from the Blocked Account without the prior written consent of the Administrative Agent; *provided* that in the Blocked Account Agreement with respect to the Blocked Account, LuxCo shall irrevocably direct with the consent

of the Administrative Agent the transfer of funds from the Blocked Account by means of a direct transfer of funds from the Blocked Account to the Quebec LP Blocked Account to make (i) Restricted Payments to Borrower that are concurrently applied to make payments of obligations under the Term Loan Documents and/or (ii) if applicable, payments of principal to Borrower.

(b) Borrower shall not issue instructions or have any other right or ability to access or withdraw or transfer funds from the Quebec LP Blocked Account without the prior written consent of the Administrative Agent; *provided* that in the Blocked Account Agreement with respect to the Quebec LP Blocked Account, Borrower shall irrevocably direct with the consent of the Administrative Agent the transfer of funds from the Quebec LP Blocked Account by means of a direct transfer of funds from the Quebec LP Blocked Account to the Administrative Agent (for distribution, if applicable, to the applicable Secured Parties) for the purpose of making any payment to a Secured Party permitted or required under any Loan Document.

(c) Notwithstanding anything to the contrary in any Loan Document, no Blocked Account Agreement may be terminated, and the security interest of the Collateral Agent therein shall not be released, without the consent of the Collateral Agent and the Required Lenders.

Section 6.22 Canadian Welfare Plan, Canadian Pension Plan and other Foreign Plans. No Company will sponsor, maintain, contribute to, or incur any obligation to contribute to any Canadian Welfare Plan, Canadian Pension Plan or other Foreign Plan, nor will any Company take any action that would reasonably be expected to result in any material liability under or with respect to any Canadian Welfare Plan, Canadian Pension Plan or other Foreign Plan.

Section 6.23 Restrictions on Revolving Credit Debt. No Company or any of its Affiliates shall (a) make repayment, redemption, prepayment or other payment under the Revolving Credit Documents in violation of the Intercreditor Agreement or (b) amend or modify the Revolving Credit Documents, except as permitted in the Intercreditor Agreement. Clement Pappas shall furnish to the Administrative Agent all written notices claiming default or demands for performance of any of the Revolving Credit Documents either received by any CP Guarantor or on its behalf, promptly after receipt thereof, or sent by any CP Guarantor on its behalf, concurrently with the sending thereof, as the case may be, other than financial reporting items that Borrower also delivers to the Administrative Agent pursuant to this Agreement.

ARTICLE VII
GUARANTEE

Section 7.01 The Guarantee. The Guarantors hereby, jointly and severally, guarantee, as primary obligors and not as sureties, to each Secured Party and their respective successors and assigns, the prompt payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Bankruptcy Code or any other Insolvency Law after any bankruptcy or insolvency petition under the Bankruptcy Code or any other Insolvency Law) on the Loans made by the Lenders to, and the Notes held by each Lender of, Borrower, and all other Secured Obligations from time to time owing to the Secured Parties by any Loan Party in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). The Guarantors hereby jointly and severally agree that if Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when

due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02 Obligations Unconditional. The obligations of the Guarantors under Section 7.01 shall constitute a guaranty of payment and performance and not of collection and to the fullest extent permitted by applicable Legal Requirements, are primary, absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations under this Agreement, the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (other than the occurrence of the Termination Date). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of, any Secured Party as security for any of the Guaranteed Obligations shall fail to be valid, perfected or to have the priority required under the Loan Documents; or

(e) the release of any other Guarantor pursuant to Section 7.09.

The Guarantors hereby expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against Borrower or any Guarantor under this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment and performance without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall be primary and shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other Person at any time of any right or remedy

against Borrower or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and their respective successors and assigns, and shall inure to the benefit of the Secured Parties, and their respective successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 7.03 Reinstatement. The obligations of the Guarantors under this Article VII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Borrower or other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 7.04 Subrogation; Subordination. Each Guarantor hereby agrees that until the Termination Date has occurred it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 7.01, whether by subrogation or otherwise, against Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party permitted pursuant to Section 6.04(f) shall be subordinated to the Secured Obligations in the manner set forth in the Intercompany Subordinated Note evidencing such Indebtedness.

Section 7.05 Remedies. The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of Borrower under this Agreement and other Loan Documents may be declared to be forthwith due and payable as provided in Article VIII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VIII) for purposes of Section 7.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 7.01.

Section 7.06 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article VII constitutes an instrument for the payment of money, and consents and agrees that any Lender or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

Section 7.07 Continuing Guarantee. The guarantee in this Article VII is a continuing guarantee of payment and performance, and shall apply to all Guaranteed Obligations whenever arising. For the avoidance of doubt, LuxCo expressly accepts and confirms for the purposes of articles 1278 to 1281 of the Luxembourg civil code that, notwithstanding any assignment, transfer and/or novation made pursuant to this Agreement, the guarantee given by it guarantees all Obligations (including without limitation, all obligations with respect to all rights and/or obligations so assigned, transferred or novated) and that any security interest created under any Security Document to which it is a party shall be preserved for the benefit of any new Secured Party.

Section 7.08 General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency or reorganization law or other Legal Requirement affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would

otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the rights of subrogation and contribution established in Section 7.04 and Section 7.10, respectively) that is valid and enforceable, not void or voidable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.09 Release of Guarantors. If, in compliance with the terms and provisions of the Loan Documents, (i) all of the Equity Interests or (ii) all or substantially all of the Property of any Guarantor are sold or otherwise transferred (a "**Transferred Guarantor**") to a Person or Persons (other than any Company or any Affiliate thereof), such Transferred Guarantor shall, upon the consummation of such sale or transfer, be automatically released from its obligations under this Agreement (including under Section 11.03) and its obligations to pledge and grant any Collateral owned by it pursuant to any Security Document and, in the case of the sale of all of the Equity Interests of the Transferred Guarantor, the pledge of such Equity Interests to the Collateral Agent pursuant to the Security Documents shall be automatically released, and, so long as Borrower shall have previously provided the Administrative Agent and Collateral Agent such certifications and documents as reasonably requested (it being understood that the Administrative Agent or Collateral Agent, as the case may be, may rely conclusively on any certificate or document to provided to it by any Loan Party upon its reasonable request without further inquiry), the Collateral Agent may take such actions as are necessary to effect each release described in this Section 7.09 in accordance with the relevant provisions of the Security Documents. The Lenders irrevocably agree that the Administrative Agent and Collateral Agent may execute any document necessary to evidence the release of a Transferred Guarantor from its obligations under this Agreement; *provided*, *however*, that (1) neither the Administrative Agent nor the Collateral Agent shall be required to execute any document necessary to evidence such release on terms that, in the Administrative Agent's or the Collateral Agent's reasonable opinion, would expose such Agent to liability or create any obligation or entail any consequence other than the release of such Transferred Guarantor without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly so released) and the Collateral Agent's Liens shall automatically attach to the proceeds from any such sale, license, lease, or other dispositions of any such Collateral.

Section 7.10 Right of Contribution. (a) The Loan Parties hereby agree as among themselves that, if any Loan Party shall make an Excess Payment (as defined below), such Loan Party shall have a right of contribution from each other Loan Party in an amount equal to such other Loan Party's Contribution Share (as defined below) of such Excess Payment. The payment obligations of any Loan Party under this Section 7.10 shall be subordinate and subject in right of payment to the Secured Obligations until such time as the Secured Obligations have been paid in full in cash and all Commitments have terminated or expired, and none of the Loan Parties shall exercise any right or remedy under this Section 7.10 against any other Loan Party until such time as all Secured Obligations have been performed and paid in full in cash and all Commitments have been terminated. For purposes of this Section 7.10, (a) "**Excess Payment**" means the amount paid by any Loan Party in excess of its Pro Rata Share of any Secured Obligations; (b) "**Pro Rata Share**" means, for any Loan Party in respect of any payment of the Secured Obligations, the ratio (expressed as a percentage) as of the date of such payment of Secured Obligations of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of its assets and other Properties of all Loan Parties exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations

of all Loan Parties) of the Loan Parties; and (c) "**Contribution Share**" means, for any Loan Party in respect of any Excess Payment made by any other Loan Party, the ratio (expressed as a percentage) as of the date of such Excess Payment of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of all assets and other Properties of the Loan Parties other than the maker of such Excess Payment exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of the Loan Parties) of the Loan Parties other than the maker of such Excess Payment. Nothing in this Section 7.10 shall require any Loan Party to pay its Contribution Share of any Excess Payment in the absence of a demand therefor by the Loan Party that has made the Excess Payment. Without limiting the foregoing in any manner, it is the intent of the parties hereto that as of any date of determination, no Contribution Amount of any Loan Party shall be greater than the maximum amount of the claim which could then be recovered from such Loan Party under this Section 7.10 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code, any other Insolvency Law or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law, in each case after giving effect (a) to all other liabilities of such Loan Party, contingent or otherwise, that are relevant under such laws (specifically excluding, however, any liabilities of such Loan Party in respect of (x) intercompany Indebtedness to Borrower or (y) intercompany Indebtedness from any CP Guarantor to LuxCo to the extent that intercompany Indebtedness from such Loan Party to Borrower would be discharged (either directly or indirectly by means of Restricted Payments from LuxCo to Borrower or repayment of Indebtedness under the Convertible Loan Documents with the proceeds of such payments) in an amount equal to the amount paid by such Loan Party hereunder) and (b) to the value as assets of such Loan Party (as determined under the applicable provisions of such laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by such Loan Party pursuant to (i) applicable Legal Requirements, (ii) Section 7.04, Section 7.08 and this Section 7.10 or (iii) any other contractual obligations providing for an equitable allocation among such Loan Party and other Loan Parties of obligations arising under this Article VII or other guaranties of the Obligations by such parties.

(b) This Section 7.10 is intended only to define the relative rights of the Loan Parties and nothing set forth in this Section 7.10 is intended to or shall impair the obligations of the Loan Parties, jointly and severally, to pay any amounts and perform any obligations as and when the same shall become due and payable or required to be performed in accordance with the terms of this Agreement or any other Loan Document. Nothing contained in this Section 7.10 shall limit the liability of Borrower to pay the Loans made to Borrower and accrued interest, fees and expenses with respect thereto for which Borrower shall be primarily liable.

(c) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Parties to which such contribution and indemnification is owing.

(d) The rights of any indemnified Loan Party against the other Loan Parties under this Section 7.10 shall be exercisable upon, but shall not be exercisable prior to, the full and indefeasible payment of the Secured Obligations and termination or expiration of the Commitments under the Loan Documents.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default. Upon the occurrence and during the continuance of any of the following events (each, an "**Event of Default**"):

(a) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof (including a Loan Repayment Date) or at a date fixed for mandatory repayment thereof or by acceleration thereof or otherwise;

(b) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in clause (a) above) due under any Loan Document, when and as the same shall become due and payable, whether at the due date thereof (including an Interest Payment Date) or at a date fixed for prepayment (whether optional or mandatory) or by acceleration or demand thereof or otherwise, and such default shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings of Loans hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(d) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in Section 5.01, Section 5.02, Section 5.03(a), Section 5.04(a), Section 5.04(c), Section 5.07, Section 5.08, Section 5.11, Section 5.18 or in Article VI;

(e) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraphs (a), (b) or (d)) and such default shall continue unremedied or shall not be waived for a period of 20 days (or three Business Days in the case of the Fee Letter) after the occurrence thereof;

(f) (i) any Company shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Material Indebtedness (other than the Obligations), when and as the same shall become due and payable (after delivery of any notice, if required to be provided with respect thereto) beyond any applicable grace period, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness if the effect of any failure referred to in this clause (B) is to cause, or to permit the holder or holders of such Material Indebtedness or a trustee or other representative on its or their behalf (with or without the giving of notice, the lapse of time or both) to cause, such Indebtedness to become due before its stated maturity or become subject to a mandatory offer to purchase by the obligor or (ii) any Indebtedness under the Convertible Loan Documents is converted into Equity Interests of LuxCo or of any other Person;

(g) an Insolvency Proceeding (including a Luxembourg Insolvency Proceeding) shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Lassonde, ALI or any Company or of a substantial part of the Property of Lassonde, ALI or any Company, under any Insolvency Law or federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for Lassonde, ALI or any Company or for a substantial part of the Property of Lassonde, ALI or any

Company, or (iii) the winding-up or liquidation of Lassonde, ALI or any Company; and such proceeding or petition shall continue undismissed for 60 days or an Order approving or ordering any of the foregoing shall be entered;

(h) Lassonde, ALI or any Company shall (i) voluntarily commence any proceeding or file any petition seeking relief (including a Luxembourg Insolvency Proceeding) under any Insolvency Laws, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any Insolvency Proceeding or Luxembourg Insolvency Proceeding or the filing of any petition described in clause (g) above, (iii) apply for or consent to the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for any Company or for a substantial part of the Property of Lassonde, ALI or any Company, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due, (vii) wind up or liquidate (except to the extent permitted under Section 6.05(h)), or (viii) take any action for the purpose of effecting any of the foregoing;

(i) one or more Orders for the payment of money in an aggregate amount exceeding $5,000,000 (that are not covered by insurance under a policy permitted under Section 5.04, it being understood that even if such amounts are covered by insurance from such an insurance company, such amounts shall count against such basket if responsibility for such amounts has been denied by such insurance company or such insurance company has not been promptly notified of such amounts) shall be rendered against any Company or any combination thereof and the same shall remain undischarged, unvacated and unbonded for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon Properties of any Company to enforce any such Order;

(j) one or more ERISA Events shall have occurred that when taken together with all other such ERISA Events that have occurred, could reasonably be expected to result in liability of any Company or any of its ERISA Affiliates in an aggregate amount exceeding $5,000,000;

(k) any Lien purported to be created by any Security Document shall cease to be in full force and effect, or shall cease to give the Collateral Agent, for the benefit of the Secured Parties, the Liens, rights, powers and privileges purported to be created and granted under such Security Documents (including a valid, enforceable, perfected first priority Lien on, all of the Collateral thereunder (except as otherwise expressly provided in this Agreement or such Security Document)) in favor of the Collateral Agent, or shall be asserted by or on behalf of any Company not to be, a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Security Document) Lien on the Collateral covered thereby;

(l) any Loan Document or the Equity Contribution Agreement or, in each case, any material provision thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by or on behalf of any Loan Party or any Affiliate thereof, or by any Governmental Authority, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Company (directly or indirectly) shall repudiate, revoke, terminate or rescind (or purport to do any of the foregoing) or deny any portion of its liability or obligation for the Obligations or the payments under the Equity Contribution Agreement;

(m) there shall have occurred a Change in Control;

(n) on any day after the Closing Date, any CP Guarantor shall be prohibited or otherwise restrained in any material respect from conducting the business theretofore conducted by it for a period of time and in a manner that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect by virtue of any final, non-appealable Order of any court or Governmental Authority of competent jurisdiction;

(o) the Acquisition shall not have occurred on the Closing Date in all material respects in accordance with the terms and conditions of the Acquisition Agreement;

(p) (i) the Convertible Loan Documents or the LuxCo Loan Documents shall cease, for any reason, to be validly subordinated to the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Subordination Agreement or (ii) the Liens securing obligations under the LuxCo Loan Documents shall cease, for any reason, to rank pari passu with the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Intercreditor Agreement, or, in each of clauses (i) and (ii), any Company (directly or indirectly) shall so assert; or

(q) the Liens securing obligations under the Revolving Credit Documents shall cease, for any reason, to be validly subordinated to the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Intercreditor Agreement or any Company (directly or indirectly) or the holders of at least 50% in aggregate principal amount of the Indebtedness and unused commitments under the Revolving Credit Agreement (or any representative, agent or trustee on behalf of such holders) shall so assert;

then, and in every such event (other than any event with respect to a Transaction Party described in Section 8.01(g) or Section 8.01(h) above), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to Borrower, take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments; (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other Obligations of the Loan Parties accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding; and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; and in any event with respect to any Loan Party described in Section 8.01(g) or Section 8.01(h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding.

Section 8.02 Rescission. If at any time after termination of the Commitments or acceleration of the maturity of the Loans, the Loan Parties shall pay all arrears of interest and all payments on account of principal of the Loans and owing by them that shall have become due otherwise than by acceleration (with interest on principal and, to the extent permitted by law, on overdue interest, at the rates specified herein) and all Defaults (other than non-payment of principal of and accrued interest on the Loans due and payable solely by virtue of acceleration) shall be remedied or waived pursuant to Section 11.02, then upon the written consent of the Required Lenders (which may be given or withheld in their sole discretion) and written notice to Borrower, the termination of the Commitments or the acceleration and their consequences may be rescinded and annulled; but such action shall not affect any subsequent

Default or impair any right or remedy consequent thereon. The provisions of the preceding sentence are intended merely to bind the Lenders and the other Secured Parties to a decision that may be made at the election of the Required Lenders, and such provisions are not intended to benefit Borrower and the other Loan Parties and do not give Borrower and/or any of the Loan Parties the right to require the Lenders to rescind or annul any acceleration hereunder, even if the conditions set forth herein are met.

Section 8.03 Right to Cure.

(a) Financial Covenants. Notwithstanding anything to the contrary contained in Section 8.01, in the event that Borrower fails to comply with the requirements of the financial covenants set forth in Section 6.10 as of the last day of any fiscal quarter, until the expiration of the 10th Business Day subsequent to the Cure Specified Date for such fiscal quarter, Borrower shall have the right to give written notice (the "**Cure Notice**"), on or prior to the 5th Business Day subsequent to such Cure Specified Date, to the Administrative Agent of the intent (collectively, the "**Cure Right**") of:

(i) the Parent to issue Equity Interests for cash or otherwise receive cash common equity contributions to the capital of the Parent (the aggregate amount thereof, the "**Cure Amount**"); and

(ii) the Parent to contribute such Cure Amount in cash to Holdings as Permitted Cure Securities and Holdings to contribute the Cure Amount in cash by Holdings as Qualified Capital Stock of Clement Pappas,

and, upon the payment by Clement Pappas of the Cure Amount in cash either directly or indirectly through LuxCo to Borrower pursuant to the exercise by Borrower of such Cure Right, which exercise shall be made on or before the 10th Business Day subsequent to such Cure Specified Date, the covenants set forth in Section 6.10 shall be recalculated giving effect to the following adjustments on a Pro Forma Basis:

(ii) Consolidated EBITDA shall be increased with respect to such applicable fiscal quarter and any Test Period that contains such fiscal quarter, solely for the purpose of measuring the financial covenants set forth in Section 6.10 and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; and

(iii) if, after giving effect to the foregoing recalculations, Borrower shall then be in compliance with the requirements of the financial covenants set forth in Section 6.10, Borrower shall be deemed to have satisfied the requirements of such financial covenants as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of such financial covenants that had occurred shall be deemed cured for purposes of this Agreement.

(b) No Default. Notwithstanding anything herein to the contrary, (i) a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 5th Business Day after the applicable Cure Specified Date with respect to such fiscal quarter with respect to such fiscal period, (ii) to the extent a Cure Notice is delivered by Borrower within 5 Business Days after such Cure Specified Date, a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 10th Business Day after the applicable Cure Specified Date with respect to the applicable fiscal quarter and (iii) if the Cure Amount is not made within 10 Business Days after the applicable Cure Specified Date with respect to the applicable fiscal quarter, each such

Default or Event of Default referenced in clauses (i) and (ii) above shall be deemed reinstated as of the end of the applicable fiscal quarter, it being further agreed that the Obligations shall bear interest at the Default Rate as applied in accordance with Section 2.06(c) as of the end of such applicable fiscal quarter.

(c) Incremental Loan Borrowing Block. If a Default or Event of Default would have occurred and be continuing had Borrower not had the option to exercise the Cure Right as set forth above and not exercised such Cure Right pursuant to the foregoing provisions, Borrower shall not be permitted, from the applicable Cure Specified Date with respect to the applicable fiscal quarter, until such Default or Event of Default is cured in accordance with the terms of this Section 8.03 or Section 11.02, to request any Loans pursuant to Section 2.17.

(d) Limitation on Exercise of Cure Right. Notwithstanding anything herein to the contrary, (i) in each four fiscal quarter period, there shall be at least two consecutive fiscal quarters during which the Cure Right is not exercised, (ii) in each eight fiscal quarter period, there shall be at least four consecutive fiscal quarters during which the Cure Right is not exercised, (iii) the Cure Right may only be exercised four times during the term of this Agreement, (iv) the Cure Amount shall be no greater than the minimum amount required to cause Borrower to be in compliance with the financial covenants set forth in Section 6.10 as at the end of the applicable fiscal quarter, (v) all Cure Amounts shall be disregarded for purposes of determining any pricing, financial ratio based conditions or any baskets with respect to the covenants contained in this Agreement and (v) there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Amount for determining compliance with Section 6.10 in the quarter in which such Cure Right is exercised.

ARTICLE IX
COLLATERAL ACCOUNT; APPLICATION OF COLLATERAL PROCEEDS

Section 9.01 Collateral Account. (a) The Collateral Agent is hereby authorized to establish and maintain at its office (or, at the Collateral Agent's discretion, at the office of its designee from time to time) at 520 Madison Ave. New York, New York 10022, in the name of the Collateral Agent and pursuant to one or more Control Agreements, one or more restricted deposit accounts designated "Clement Pappas Collateral Account" (or such other substantially similar designation as shall be determined by the Collateral Agent in its discretion from time to time). Each Loan Party shall deposit into the Collateral Account from time to time any cash that such Loan Party is required to pledge as additional collateral security hereunder (other than pursuant to Section 2.10(j)) pursuant to the Loan Documents.

(b) The balance from time to time in the Collateral Account shall constitute part of the Collateral and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Required Lenders as specified herein, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding in such restricted deposit account to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 9.02. The Loan Parties shall have no right to withdraw, transfer or otherwise receive any funds deposited in the Collateral Account except to the extent specifically provided herein or in any other Loan Document.

(c) Amounts on deposit in the Collateral Account shall be invested and reinvested from time to time in Cash Equivalents as the applicable Loan Party (or, after the occurrence and during the continuance of an Event of Default, the Collateral Agent) shall determine, by written instruction to the Collateral Agent, or if no such instructions are given, then as the Collateral Agent, in its sole discretion, shall determine, which Cash Equivalents shall be held in the name and be under the control of the

Collateral Agent (or any sub-agent); *provided* that at any time after the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Required Lenders as specified herein, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such Cash Equivalents and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 9.02.

Section 9.02 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Collateral Agent pursuant to this Agreement or any other Loan Document, promptly by the Collateral Agent as follows (subject to the terms of the Intercreditor Agreement):

(a) *First*, to the indefeasible payment in full in cash of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization (including compensation to the Collateral Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith and all amounts for which the Collateral Agent is entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(b) *Second*, to the indefeasible payment in full in cash of all other reasonable costs and expenses of such sale, collection or other realization (including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith and all amounts for which such Secured Parties are entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, without duplication of amounts applied pursuant to clauses (a) and (b) above, to the indefeasible payment in full in cash, *pro rata*, of interest and other amounts constituting Obligations (other than principal) in each case equally and ratably in accordance with the respective amounts thereof then due and owing (it being agreed that, for purposes of applying this clause (c), all interest and all other amounts described herein will be deemed payable in accordance with this Agreement regardless of whether such claims are allowed in any proceeding described in Section 8.01(g) or Section 8.01(h));

(d) *Fourth*, to the indefeasible payment in full in cash, *pro rata*, of the principal amount of the Obligations;

(e) *Fifth*, to the indefeasible payment in full in cash of the remaining Secured Obligations then due and owing, *pro rata*; and

(f) *Sixth*, the balance, if any, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 9.02, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

ARTICLE X
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Section 10.01 Appointment. (a) Each Lender hereby irrevocably designates and appoints each of the Administrative Agent and the Collateral Agent as an agent of such Lender under the Loan Documents and the Administrative Agent and the Collateral Agent hereby accept such designations and appointments. Each Lender irrevocably authorizes each Agent, in such capacity, through its agents or employees, to (i) take such actions on its behalf under the provisions of the Loan Documents and to exercise such powers and perform such duties as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto, (ii) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and (iii) negotiate, enforce or settle any claim, action or proceeding affecting the Secured Parties in their capacity as such, at the direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Lender. Without limiting the foregoing, at any time that a Default or an Event of Default has occurred and is continuing, the Required Lenders shall be entitled to direct the Administrative Agent to furnish one or more applicable "default notices" (however defined) under the Subordination Agreement or the Intercreditor Agreement. The provisions of this Article X are solely for the benefit of the Agents and the Lenders, and no Company shall have rights as a third party beneficiary of any such provisions.

(b) Each Lender hereby irrevocably authorizes the Administrative Agent, based upon the instruction of the Required Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Administrative Agent under the provisions of the UCC, CCQ or PPSA, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC, CCQ or the PPSA), at any sale thereof conducted under the provisions of any applicable Insolvency Law, or at any other sale or foreclosure conducted by Administrative Agent (whether by judicial action or otherwise) in accordance with applicable Legal Requirements.

(c) Each Lender irrevocably appoints each other Lender as its agent and bailee for the purpose of perfecting Liens (whether pursuant to Section 8-301(a)(2) of the UCC, any equivalent provision of the UCC, CCQ or the PPSA or otherwise), for the benefit of the Secured Parties, in assets in which, in accordance with the UCC, CCQ the PPSA or any other applicable Legal Requirement a security interest or hypothec can be perfected by possession or control. Should any Lender (other than the Collateral Agent) obtain possession or control of any such Collateral, such Lender shall notify the Collateral Agent thereof, and, promptly following the Collateral Agent's request therefor, shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

(d) Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures or cause any of the foregoing (through Affiliates or otherwise), with respect to any Collateral or any other Property of any such Loan Party, without the prior written consent of the Administrative Agent and the Required Lenders. Without limiting the foregoing, each Lender agrees that, except as otherwise provided in any Loan Documents or with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable Legal Requirements to credit bid or purchase any portion of the Collateral at any sale or foreclosure thereof

referred to in Section 10.01(b); *provided* that nothing contained in this clause shall affect any Lender's right to credit bid its pro rata share of the Obligations pursuant to Section 363(k) of the Bankruptcy Code. The provisions of this Section 10.01 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

(e) For the purposes of holding any security or hypothec which may now or in the future granted by Borrower, the Canadian GP, Lassonde, ALI or any other Guarantor pursuant to the laws of the Province of Quebec to secure the Obligations under any Loan Document, the Collateral Agent is hereby authorized and appointed to act on behalf of each of the Lenders as the holder of an irrevocable power of attorney (*fondé de pouvoir*) within the meaning of article 2692 of the CCQ in order to hold any hypothec granted under the laws of the Province of Quebec as security for any bond, debenture or other title of indebtedness that may be issued by Borrower, the Canadian GP, Lassonde, ALI or any other Guarantor (as the case may be) pursuant to the Quebec Security Agreement, the Lassonde Pledge Agreement or any other deed of hypothec and to exercise such rights and duties as are conferred upon a *fondé de pouvoir* under the relevant deed of hypothec and applicable laws (with the power to delegate any such rights or duties). Notwithstanding the provisions of Section 32 of *An Act Respecting the Special Powers of Legal Persons* (Quebec), the *fondé de pouvoir* (person holding the power of attorney) of the Lenders in whose favor a hypothec securing any bond, debenture or other title of indebtedness issued thereunder is granted may (but need not) be a Lender. Each Lender hereby acknowledges that any such bond or debenture constitutes a title of indebtedness, as such term is used in article 2692 of the CCQ. Any person who becomes a Lender or successor Collateral Agent shall be deemed to have consented to and ratified the foregoing appointment of the Collateral Agent as *fondé de pouvoir*, agent and mandatory on behalf of all Lenders, including such person and any affiliate of such person designated as a Lender. For greater certainty, the Collateral Agent, acting as the holder of an irrevocable power of attorney (*fondé de pouvoir*), shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. In the event of the resignation and appointment of a successor Collateral Agent, such successor Canadian Agent shall also act as such holder of an irrevocable power of attorney (*fondé de pouvoir*).

(f) The Collateral Agent shall hold the benefit of the Luxembourg Pledge Agreement and Luxembourg Security Agreement as agent for each Lender in accordance with article 2 (4) of the Luxembourg law of 5 August 2005 on financial collateral arrangements.

Section 10.02 Agent in Its Individual Capacity. Each Person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Company or Affiliate thereof as if it were not an Agent hereunder and without duty to account therefor to the Lenders.

Section 10.03 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that such Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 11.02); *provided* that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Legal Requirements, and (c) except as expressly set forth in the Loan Documents, no Agent shall have any duty to disclose or shall be liable for the failure to disclose, any information relating to any Company or any of

its Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as any Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 11.02). No Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by Borrower or a Lender, and no Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. Each party to this Agreement acknowledges and agrees that the Administrative Agent may from time to time use one or more outside service providers for the tracking of all UCC, RPMRR and PPSA financing statements (and/or other collateral related filings and registrations from time to time) required to be filed or recorded pursuant to the Loan Documents and the notification to the Administrative Agent, of, among other things, the upcoming lapse or expiration thereof, and that each of such service providers will be deemed to be acting at the request and on behalf of Borrower and the other Loan Parties. No Agent shall be liable for any action taken or not taken by any such service provider.

Section 10.04 Reliance by Agent. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent, or otherwise authenticated by a proper Person. Each Agent also may rely upon any statement made to it orally and believed by it to be made by a proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless each Agent shall have received written notice to the contrary from such Lender before the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other advisors selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or advisors.

Section 10.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of the preceding Sections shall apply to any such sub-agent and to the Affiliates of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

Section 10.06 Successor Agent. Each Agent may resign as such at any time upon at least 10 days' prior notice to the Lenders and Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with Borrower, to appoint a successor Agent from among the Lenders. If no successor shall have been so appointed by the Required Lenders and shall have accepted such

appointment within 10 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, which successor shall be (i) a commercial banking institution organized under the laws of the United States (or any State thereof) or a United States branch or agency of a commercial banking institution, in each case, having combined capital and surplus of at least $500,000,000 or an Affiliate thereof or (ii) another entity satisfactory to the Required Lenders; *provided* that if such retiring Agent is unable to find a successor Agent that is willing to accept such appointment and which meets the qualifications set forth above, the retiring Agent's resignation shall nevertheless thereupon become effective and the retiring (or retired) Agent shall be discharged from its duties and obligations under the Loan Documents, and the Required Lenders shall assume and perform all of the duties of the retiring Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent.

Upon the acceptance of its appointment as an Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring (or retired) Agent shall be discharged from its duties and obligations under the Loan Documents. The fees payable by Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After an Agent's resignation hereunder, the provisions of this Article X, Section 11.03 and Section 11.08 to Section 11.10 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. In the case of any assignment, transfer or novation by an existing Agent to a new Agent of all or any part of its rights and obligations under any of the Transaction Documents, the existing Agent and the new Agent shall agree that, for the purposes of Article 1278 of the Luxembourg Civil Code (to the extent applicable), the security created under the Security Documents, securing the rights assigned, transferred or novated thereby, will be preserved for the benefit of the new Agent.

Section 10.07 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender further represents and warrants that it has reviewed the Confidential Information Memorandum and each other document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof (including any such terms and conditions set forth, or otherwise maintained, on the Platform with respect thereto). Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Each Lender, by executing and delivering a Lender Addendum on or before the date hereof, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be approved by any Agent or the Required Lenders (or such other Lenders as may be required to give such approvals), as applicable, on the date hereof.

Section 10.08 Name Agents. The parties hereto acknowledge that the Joint Book Managers, the Co-Documentation Agents and the Syndication Agent hold such titles in name only, and that such titles confer no additional rights or obligations relative to those conferred on any Lender hereunder.

Section 10.09 Indemnification. The Lenders severally agree to indemnify each Agent in its capacity as such and each of its Related Persons (to the extent not reimbursed by Borrower or the Guarantors and without limiting the obligation of Borrower or the Guarantors to do so), ratably according to their respective outstanding Loans and Commitments in effect on the date on which indemnification is

sought under this Section 10.09 (or, if indemnification is sought after the date upon which all Commitments shall have terminated and the Loans and shall have been paid in full, ratably in accordance with such outstanding Loans and Commitments as in effect immediately before such date), from and against any and all liabilities, obligations, losses, damages, fines, penalties, actions, claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent or Related Person in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein, the Transactions or any of the other transactions contemplated hereby or thereby (excluding fees payable to either Agent under the Fee Letter) or any action taken or omitted by such Agent or Related Person under or in connection with any of the foregoing (**IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF ANY AGENT OR RELATED PERSON**); *provided* that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements that are found by a final and nonappealable judgment of a court of competent jurisdiction to have directly resulted solely and directly from such Agent's or Related Person's, as the case may be, gross negligence or willful misconduct. The agreements in this Section 10.09 shall survive the payment of the Loans and all other amounts payable hereunder.

Section 10.10 Release of Collateral. Each Lender irrevocably agrees that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon the Termination Date, (ii) at the time the property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document and also permitted under the Intercreditor Agreement (and the Administrative Agent and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry) to any person other than a Loan Party, (iii) subject to Section 11.02, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, or (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Loan Documents pursuant to Section 7.09.

In each case as specified in this Section 10.10, the Collateral Agent will (and each Lender irrevocably authorizes the Collateral Agent to), at Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the security interest granted under the Security Documents, in each case in accordance with the terms of the Loan Documents, Section 7.09 and this Section 10.10.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Notices. (a) Generally. Notices and other communications provided for herein shall, except as provided in Section 11.01(b), be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to Borrower at:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600

Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552;

with a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

(ii) if to the Administrative Agent or the Collateral Agent, to it at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444; and

(iii) if to a Lender, to it at its address (or facsimile number) set forth in the Lender Addendum to which such Lender is a party or in the Assignment and Assumption pursuant to which such Lender shall have become a party hereto.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by facsimile or by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.01(a) or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.01(a), and failure to deliver courtesy copies of notices and other communications shall in no event affect the validity or effectiveness of such notices and other communications.

Notices delivered through electronic communications to the extent provided in Section 11.01(b) below, shall be effective as provided in Section 11.01(b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may (subject to Section 11.01(d)) be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent (in a manner set forth in Section 11.01(a)) that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Collateral Agent or Borrower may, in their sole discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures, respectively, approved by it (including as set forth in Section 11.01(d)); *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (including by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been

sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, etc. Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all other parties hereto.

(d) Posting. Each Loan Party shall provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement before the scheduled date therefor, (iii) provides notice of any Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing hereunder (all such non-excluded communications, collectively, the "**Communications**"), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to Borrower by the Administrative Agent from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. Nothing in this Section 11.01 shall prejudice the right of the Agents, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

To the extent consented to by the Administrative Agent in writing from time to time, the Administrative Agent agrees that receipt of the Communications by the Administrative Agent at its e-mail address(es) set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents; *provided* that Borrower shall also deliver to the Administrative Agent an executed original of each Compliance Certificate required to be delivered hereunder.

Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of Borrower hereunder (collectively, the "**Borrower Materials**") by posting the Borrower Materials on IntraLinks, SyndTrak or a substantially similar electronic transmission system (the "**Platform**") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to Borrower or its securities) (each, a "**Public Lender**"). Borrower hereby agrees that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, means that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Borrower or its securities for purposes of United States or Canadian Federal, state or provincial securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.12); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor;" and (iv) the Administrative Agent shall be entitled to treat any

Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor" and shall post the same only on such portion. Notwithstanding the foregoing, the following Borrower Materials shall be marked "PUBLIC", unless Borrower notifies the Administrative Agent promptly that any such document contains material non-public information: (A) the Loan Documents and (B) notification of changes in the terms of the Loan Documents.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States and Canadian Federal, state and provincial securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to Borrower or its securities for purposes of United States or Canadian Federal, state or provincial securities laws.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 11.02 Waivers; Amendment. (a) No failure or delay by any Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of each Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether any Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on Borrower or any other Loan Party in any case shall entitle Borrower or any other Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Subject to Section 11.02(c), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Collateral Agent (in the case of any Security Document) and the Loan Party or Loan Parties that are parties thereto, in each case with the written consent of the Required Lenders; *provided* that no such agreement shall:

(i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that no amendment, modification, termination, waiver or consent with respect to any condition precedent, covenant or Default (or any definition used, respectively, therein) shall constitute an increase in the Commitment of any Lender for purposes of this clause (i));

(ii) reduce the principal amount or premium, if any, of any Loan or reduce the rate of interest thereon (other than interest pursuant to Section 2.06(c)), or reduce any Fees payable hereunder, or change the form or currency of payment of any Obligation, without the written consent of each Lender directly affected thereby (it being understood that any amendment or modification to the financial definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (ii));

(iii) postpone or extend the maturity of any Loan, or any scheduled date of payment of or the installment otherwise due on the principal amount of any Loan under Section 2.09 (and expressly excluding from the provisions of this clause (iii) mandatory repayments of principal due under Section 2.10), or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment (other than a waiver of any increase in the interest rate pursuant to Section 2.06(c)), or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby;

(iv) change Section 2.14(b) or Section 2.14(c) or Section 9.02 in a manner that would alter the order of or the *pro rata* sharing of payments or setoffs required thereby, without the written consent of each Lender;

(v) change the percentage set forth in the definition of "Required Lenders," "Supermajority Lenders" or any other provision of any Loan Document (including this Section 11.02) specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender;

(vi) release the Guarantors from all or substantially all of the value of the Guarantees (except as expressly provided in Article VII), subordinate all or substantially all the value of such Guarantees or limit their liability in respect of such Guarantees, without the written consent of each Lender;

(vii) except as expressly permitted in this Agreement or any Security Document, release all or substantially all of the Collateral or the Blocked Account or the Quebec LP Blocked Account from the Liens of the Security Documents or subordinate or otherwise alter the relative priorities of the Secured Obligations entitled to the Liens of the Security Documents (except in connection with securing additional Secured Obligations equally and ratably with the

other Secured Obligations or as otherwise contemplated by the Intercreditor Agreement), in each case without the written consent of each Lender;

(viii) change the application of prepayments of Loans set forth in Section 2.10(f), in each case without the consent of the Required Lenders and Lenders holding more than 50% of the principal amount of the outstanding Loans;

(ix) change Section 11.04(a) without the written consent of each Lender;

(x) change Section 11.04(b) in a manner which further restricts assignments thereunder without the written consent of each Lender; or

(xi) waive, amend, supplement or modify any provisions of the Intercreditor Agreement or the Subordination Agreement, without the written consent of the Supermajority Lenders;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent without the prior written consent of the Administrative Agent or the Collateral Agent, as the case may be. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by Borrower, the Required Lenders or the Supermajority Lenders, as the case may be, and the Administrative Agent if (x) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment, (y) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of, premium, if any, and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement, and (z) Section 2.16(b) is complied with.

(c) Without the consent of any other Person, the applicable Loan Party or Loan Parties and the Administrative Agent and/or Collateral Agent may (in its or their sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in or hypothec on any Collateral or additional Property to become Collateral for the benefit of the Secured Parties, or as required by applicable Legal Requirements to give effect to, or protect any security interest or hypothec for the benefit of the Secured Parties, in any Property or assets so that the security interests therein comply with applicable Legal Requirements.

(d) Notwithstanding the foregoing:

(i) during any Default Period with respect to any Defaulting Lender, the voting rights of such Defaulting Lender shall be as set forth in Section 2.16(c)(i);

(ii) any provision of this Agreement or the Security Documents may be amended by an agreement in writing entered into solely by the Transaction Parties party thereto and the Administrative Agent and/or the Collateral Agent to the extent that such Agent deems such amendment necessary or advisable in connection with the creation, perfection or priority of any Collateral; *provided*, in each case, that no such amendment shall adversely affect the rights or interests of any Lender; and

(iii) the Administrative Agent may, with the consent of Borrower only, amend, modify or supplement this Agreement to cure any ambiguity, omission, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights or interests of

any Lender; *provided* that no such amendment shall become effective until the fifth Business Day after it has been delivered to the Lenders or otherwise posted for their attention on the Platform, and then only if the Required Lenders have not objected in writing thereto within such five Business Day period.

Section 11.03 Expenses; Indemnity; Damage Waiver. (a) The Loan Parties agree, jointly and severally, to pay, promptly upon demand:

(i) all reasonable costs and expenses incurred by the Arrangers, the Administrative Agent, the Collateral Agent and the Syndication Agent, including the reasonable fees, charges and disbursements of Advisors for the Arrangers, the Administrative Agent and the Collateral Agent in connection with the syndication of the Loans and Commitments, the preparation, negotiation, execution and delivery of the Loan Documents (but limited, in the case of legal fees and expenses, to the reasonable and documented fees, disbursements and other charges of (a) one transaction counsel to the Administrative Agent, the Collateral Agent, the Syndication Agent and the Arrangers, taken as a whole, and (b) one local counsel Canada, Luxembourg and each other relevant jurisdiction, in each case, to the Administrative Agent, the Collateral Agent, the Syndication Agent and the Arrangers, taken as a whole), the administration of the Loans and Commitments, the perfection and maintenance of the Liens securing the Collateral and any actual or proposed amendment, supplement or waiver of any of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated);

(ii) all costs and expenses incurred by the Administrative Agent or the Collateral Agent, including the fees, charges and disbursements of Advisors for the Administrative Agent and the Collateral Agent, in connection with any action, claim, suit, litigation, investigation, inquiry or proceeding affecting the Collateral or any part thereof, in which action, claim, suit, litigation, investigation, inquiry or proceeding the Administrative Agent or the Collateral Agent is made a party or participates or in which the right to use the Collateral or any part thereof is threatened, or in which it becomes necessary in the judgment of the Administrative Agent or the Collateral Agent to defend or uphold the Liens granted by the Security Documents (including any action, claim, suit, litigation, investigation, inquiry or proceeding to establish or uphold the compliance of the Collateral with any Legal Requirements);

(iii) all costs and expenses incurred by the Arrangers, the Administrative Agent, the Collateral Agent, any other Agent or any Lender, including the fees, charges and disbursements of Advisors for any of the foregoing, incurred in connection with the enforcement or protection of its rights under the Loan Documents, including its rights under this Section 11.03(a), or in connection with the Loans made hereunder and the collection of the Secured Obligations, including (A) all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Secured Obligations and (B) any searches that the Collateral Agent deems necessary or appropriate, including (x) UCC, RPMRR, PPSA or equivalent searches, (y) United States Patent and Trademark Office, United States Copyright Office, Canadian Intellectual Property Office and Luxembourg Intellectual Property Directorate/ Benelux searches and (z) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches; and

(iv) all Other Taxes in respect of the Loan Documents.

(b) The Loan Parties agree, jointly and severally, to indemnify the Agents, each Lender and each of their respective Related Persons (each such Person being called an "**Indemnitee**") against, and to hold each Indemnitee harmless from, all reasonable out-of-pocket costs and any and all

losses, claims, damages, liabilities, fees, fines, penalties, actions, judgments, suits and related expenses, including reasonable Advisors fees, charges and disbursements (collectively, "**Claims**"), incurred by, imposed on or asserted against any Indemnitee, directly or indirectly, arising out of, in any way connected with, or as a result of (i) the execution, delivery, performance, administration or enforcement of the Loan Documents or any agreement or instrument contemplated thereby or the performance by the parties thereto of their respective obligations thereunder, (ii) any actual or proposed use of the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, (iv) any actual or alleged presence or Release or threatened Release of Hazardous Materials, on, at, under or from any Property owned, leased or operated by any Company at any time, or any Environmental Claim or threatened Environmental Claim related in any way to any Company, (v) any past, present or future non-compliance with, or violation of, Environmental Laws or Environmental Permits applicable to any Company, or any Company's business, or any Property presently or formerly owned, leased, or operated by any Company or their predecessors in interest, (vi) the environmental condition of any Property owned, leased, or operated by any Company at any time, or the applicability of any Legal Requirements relating to such Property, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any Company, (vii) the imposition of any environmental Lien encumbering any Real Property, (viii) the consummation of the Transactions and the other transactions contemplated hereby (including the syndication of the Loans) or (ix) any actual or prospective action, claim, suit, litigation, investigation, inquiry or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Loan Party or otherwise, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.

(c) The Loan Parties agree, jointly and severally, that, without the prior written consent of the Administrative Agent and any affected Lender, which consent(s) will not be unreasonably withheld, the Loan Parties will not enter into any settlement of a Claim in respect of the subject matter of clauses (i) through (ix) of Section 11.03(b) unless such settlement includes an explicit and unconditional release from the party bringing such Claim of all Indemnitees.

(d) The provisions of this Section 11.03 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans and any other Secured Obligations, the release of any Guarantor or of all or any portion of the Collateral, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Agents or any Lender. All amounts due under this Section 11.03 shall be accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(e) To the extent that the Loan Parties fail to indefeasibly pay any amount required to be paid by them to the Agents under Section 11.03(a) or Section 11.03(b) in accordance with Section 11.03(g), each Lender severally agrees to pay to the Agents such Lender's *pro rata* share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); *provided* that the unreimbursed Claim was incurred by or asserted against any of the Agents in its capacity as such. For purposes of this Section 11.03(e), a Lender's "*pro rata* share" shall be determined based upon its share of the sum of the outstanding Loans at the time.

(f) To the fullest extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential, or punitive damages (including any loss of profits, business or anticipated savings) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not know or suspected to exist in its favor. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby.

(g) All amounts due under this Section 11.03 shall be payable not later than 10 days after demand therefor.

Section 11.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Loan Parties may not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Administrative Agent, the Collateral Agent and each Lender, which consent may be withheld in their sole discretion (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void). Nothing in this Agreement or any other Loan Document, express or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent expressly provided in Section 11.04(e) and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement or any other Loan Document.

(b) Any Lender shall have the right at any time to assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that:

(i) except in the case of (A) an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, (B) any assignment made in connection with the syndication of the Commitments and Loans by the Arrangers or (C) an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all of the assigning Lender's rights and obligations under this Agreement;

(iii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (as may be waived by the Administrative Agent in its sole discretion);

(iv) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire (in which the assignee shall designate one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance

procedures and applicable laws, including Federal and state securities laws) any tax forms required by Section 2.15; and

(v) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, the Administrative Agent must give its prior written consent to such assignment (which consent shall not be unreasonably withheld, delayed or conditioned).

Subject to acceptance and recording thereof pursuant to Section 11.04(d), from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement (*provided* that any liability of Borrower to such assignee under Section 2.12, Section 2.13 or Section 2.15 shall be limited to the amount, if any, that would have been payable thereunder by Borrower in the absence of such assignment, except to the extent any such amounts are attributable to a Change in Law occurring after the date of such assignment), and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 2.12, Section 2.13, Section 2.15 and Section 11.03 as well as to any Fees accrued for its account and not yet paid).

(c) The Administrative Agent, acting for this purpose as an agent of Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive in the absence of manifest error, and Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrower, the Collateral Agent and any Lender (with respect to its own interest only), at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.15 (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 11.04(b) and any written consent to such assignment required by Section 11.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 11.04(d). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with the requirements of this Section 11.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.04(e).

(e) Any Lender shall have the right at any time, without the consent of, or notice to Borrower, the Administrative Agent or any other Person to sell participations to any Person (other than any Company or any Affiliate thereof or a natural person) (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and

obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) is described in clauses (i), (ii) or (iii) of the proviso to Section 11.02(b) and (2) directly affects such Participant. Subject to Section 11.04(f), each Participant shall be entitled to the benefits of Section 2.12, Section 2.13 or Section 2.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.04(b). To the extent permitted by Legal Requirements, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender; *provided* that such Participant agrees in writing to be subject to Section 2.14(c) as though it were a Lender. Each Lender shall, acting for this purpose as an agent of Borrower, maintain at one of its offices a register for the recordation of the names and addresses of its Participants, and the amount and terms of its participations; *provided* that no Lender shall be required to disclose or share the information contained in such register with Borrower or any other Person, except as required by applicable Legal Requirements.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.12, Section 2.13 or Section 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the prior written consent of Borrower (which consent shall not be unreasonably withheld, delayed or conditioned). A Participant shall not be entitled to the benefits of Section 2.15 unless Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of Borrower, to comply with Section 2.15(e) as though it were a Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank, and this Section 11.04(g) shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. Without limiting the foregoing, in the case of any Lender that is a fund that invests in bank loans or similar extensions of credit, such Lender may, without the consent of Borrower, the Administrative Agent or any other Person, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans and Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and Borrower, the option to provide to Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to such Borrower pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof; *provided further* that nothing herein shall make the SPC a "Lender" for the purposes of this Agreement, obligate Borrower or any other Loan Party or the Administrative Agent to deal with such SPC directly, obligate Borrower or any other Loan Party in any manner to any greater extent than they were obligated to the Granting Lender, or increase costs or expenses of Borrower. The Loan Parties and the Administrative Agent shall be entitled to deal solely with, and obtain good discharge from, the Granting Lender and shall not be required to investigate or otherwise seek the consent or approval of any SPC, including for the approval of any amendment, waiver

or other modification of any provision of any Loan Document. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, before the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section 11.04(h), any SPC may (i) with notice to, but without the prior written consent of, Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(i) The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Legal Requirement, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(j) Notwithstanding anything to the contrary contained herein, any Lender may assign all or any portion of its Loans hereunder to any Person who, after giving effect to such assignment, would be an Affiliated Lender; provided that:

(i) no Default or Event of Default has occurred and is continuing or would result therefrom;

(ii) such assignment is made pursuant to a Dutch Auction open to all Lenders on a pro rata basis;

(iii) the assigning Lender and Affiliated Lender purchasing such Lender's Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit A-2 hereto (an "**Affiliated Lender Assignment and Assumption**") in lieu of an Assignment and Assumption;

(iv) at the time of such assignment and after giving effect to such assignment, Affiliated Lenders shall not (A) in the aggregate, own or hold Loans (including participating interests) with an aggregate principal amount in excess of 20% of the principal amount of all Loans then outstanding and (B) own or hold any Indebtedness under the Revolving Credit Agreement;

(v) each Affiliated Lender shall at each of the time of the initiation of and consummation of such assignment deliver to the Administrative Agent a certificate of a Responsible Officer stating that (A) no Default or Event of Default has occurred and is continuing or would result from such assignment and (B) it affirms the No Undisclosed Information Representation;

(vi) if an Affiliated Lender assigns Loans acquired by it in accordance with this Section 11.04(j) such Affiliated Lender shall at the time of assignment of any Loans held by it affirm the No Undisclosed Information Representation;

(vii) any Loans acquired by a Affiliated Lender may (but shall only be required to do so at any time if, at such time, any Affiliated Lender shall own or hold any Indebtedness under the Revolving Credit Agreement) be contributed to Borrower (whether through Lassonde, ALI or otherwise) and upon such contribution shall be automatically and permanently cancelled; and

(viii) each Affiliated Lender shall (A) execute a waiver in form and substance reasonably satisfactory to the Administrative Agent that it shall have no right whatsoever so long as such Person is an Affiliated Lender (1) to vote as a Lender with respect to any amendment, modification, waiver, consent or other such action with respect to any of the terms of this Agreement or any other Loan Document (it being understood that such interest will be deemed voted in the same proportion as the allocation of voting with respect to such matter by those Lenders who are not Affiliated Lenders); *provided* that, notwithstanding the foregoing, (x) such Affiliated Lender shall be permitted to vote as a Lender if such amendment, modification, waiver, consent or other such action (I) requires the vote of all Lenders or all affected Lenders and all Lenders or all affected Lenders, as the case may be, have given their consent thereto, or (II) disproportionately affects such Affiliated Lender in its capacity as a Lender as compared to other Lenders that are not Affiliated Lenders and (y) no amendment, modification, waiver, consent or other action shall deprive any Affiliated Lender of its share of any payments which the Lenders are entitled to share on a pro rata basis hereunder without consent of such Affiliated Lender, (2) subject to subclause (1) of this clause (j), to otherwise vote as a Lender on any matter related to this Agreement or any other Loan Document, (3) to receive advice of counsel to any Agent or to Lenders other than Affiliated Lenders or to challenge the any Agent's or Lender's attorney-client privilege, (4) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of Borrower are not then present, (5) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to Borrower or its representatives or (6) to make or bring (or participate in, other than as a passive participant in or recipient of its pro rata benefits of) any claim, in its capacity as a Lender, against any Agent or any Lender with respect to the duties and obligations of such Persons under the Loan Documents, and (B) acknowledge and agree that the Obligations owned by it shall be non-voting under sections 1126 and 1129 of the Bankruptcy Code or the equivalent provisions of any other Insolvency Law in the event that any proceeding thereunder shall be instituted by or against any Transaction Party, or, alternatively, to the extent that the foregoing non-voting designation is deemed unenforceable for any reason, each Affiliated Lender shall vote in such proceedings in the same proportion as the allocation of voting with respect to such matter by those Lenders who are not Affiliated Lenders, except to the extent that any plan of reorganization proposes to treat the obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar obligations held by Lenders that are not Affiliated Lenders.

Each Affiliated Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender, from time to time in the Administrative Agent's discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (j).

(k) Borrower shall, upon reasonable request by the Administrative Agent, provide such documentation to the Administrative Agent in connection with any assignment by a Lender to an assignee that bears a relationship to Borrower under Section 108(e)(4) of the Code, so as to allow the

Administrative Agent to determine whether the assigned portion of the Loan will have original issue discount for U.S. federal income tax purposes and, if so, the amount of such original issue discount.

(l) Each of Borrower and LuxCo expressly accepts and confirms for the purposes of articles 1278 to 1281 of the Luxembourg civil code that, notwithstanding any assignment, transfer and/or novation made pursuant to this Agreement, the guarantee given by it guarantees all Obligations (including without limitation, all obligations with respect to all rights and/or obligations so assigned, transferred or novated) and that any security interest created under any Security Document to which it is a party shall be preserved for the benefit of any successor and assign of the Lenders, Administrative Agent and/or Secured Parties.

Section 11.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the reports, certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agents or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any Obligation is outstanding and so long as the Commitments have not expired or terminated. The provisions of Article X and Section 2.12, Section 2.15, Section 11.03, Section 11.09 and Section 11.10 shall survive and remain in full force and effect regardless of the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 11.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent and/or the Arrangers and/or the Book Managers, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement or of a Lender Addendum by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be voidable or avoidable or otherwise limited under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Legal Requirements, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of any Loan Party now or hereafter existing under this Agreement or any other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16(c) and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 11.09 Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable Legal Requirements, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirements. Nothing in this Agreement or any other Loan Document or otherwise shall affect any right that the Administrative Agent, any other Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its Properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirements, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 11.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than facsimile or email, and disregarding any Person to whom any such notice is required to be copied) in Section 11.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Legal Requirements.

Section 11.10 Waiver of Jury Trial. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to any Loan Document, the Transactions or the other transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.10.

Section 11.11 Headings; No Adverse Interpretation of Other Agreements. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. This Agreement may not be used to interpret any other loan or debt agreement or instrument of any Company or of any other Person. Any such loan or debt agreement or instrument may not be used to interpret this Agreement or any other Loan Document.

Section 11.12 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' and Approved Funds' directors, officers, employees, agents, advisors and other representatives, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential pursuant to the terms hereof), (b) to the extent requested by any regulatory authority or any quasi-regulatory authority (such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Legal Requirements or by any subpoena or similar legal process or in connection with any pledge or assignment made pursuant to Section 11.04(g), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under the Loan Documents or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.12, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Borrower and its obligations, (iii) any actual or prospective investor in an SPC or (iv) any rating agency for the purpose of obtaining a credit rating applicable to any Loan or Loan Party, (g) with the consent of Borrower or (h) to the extent such Information (i) is publicly available at the time of disclosure or becomes publicly available other than as a result of a breach of this Section 11.12 or (ii) becomes available to any Agent or any Lender on a nonconfidential basis from a source other than Borrower or any Subsidiary. In addition, the Agents and the Lenders may disclose the existence of the Loan Documents and information about the Loan Documents to market data collectors, league tables, similar service providers to the financing community, and service providers to the Agents and the Lenders. For the purposes of this Section 11.12, "**Information**" means all information received from Borrower relating to any Company or its business that is clearly identified at the time of delivery as confidential, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis before disclosure by Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 11.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person accords to its own confidential information.

Section 11.13 Interest Rate Limitation. (a) Notwithstanding anything herein to the contrary, except as set forth in clause (b) of this Section 11.13 with respect to all applicable Canadian laws (to the extent applicable), if at any time the interest rate applicable to any Loan, together with all fees, charges

and other amounts which are treated as interest on such Loan under applicable law (collectively, the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Legal Requirements, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 11.13 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

(b) For the purposes of the Interest Act (Canada) and disclosure thereunder, if and whenever interest is to be paid hereunder and such interest is to be calculated on the basis of a period of less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in such period. Any interest to be paid hereunder shall be paid after as well as before judgment and shall be calculated using the nominal rate method of calculation, and shall not be calculated using the effective rate method of calculation or on any basis that gives effect to the principle of deemed reinvestment of interest.

Section 11.14 Assignment and Assumption. Each Lender to become a party to this Agreement (other than the Administrative Agent and any other Lender that is a signatory hereto) shall do so by delivering to the Administrative Agent an Assignment and Assumption duly executed by such Lender and the Administrative Agent.

Section 11.15 Obligations Absolute. To the fullest extent permitted by applicable law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection or loss of priority of any Liens on any or all of the Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any other Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 11.16 Waiver of Defenses; Absence of Fiduciary Duties. (a) Each of the Loan Parties hereby waives any and all suretyship defenses available to it as a Guarantor arising out of the joint

and several nature of its respective duties and obligations hereunder (including any defense contained in Article VII).

(b) Each Agent, each Lender, each SPC and their Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties. Each Loan Party agrees that neither the Loan Documents nor any transactions contemplated by the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Lenders and the Loan Parties, their stockholders or their Affiliates. Each Loan Party acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, (ii) in connection any transactions contemplated by the Loan Documents and with the process leading to such transaction, each of the Lenders is acting solely as a principal and not the agent or fiduciary of any Loan Party or its management, stockholders, creditors or any other Person, (iii) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party with respect to any transactions contemplated by the Loan Documents or the process leading thereto (irrespective of whether any Lender or any of its Affiliates has advised or is currently advising such Loan Party on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (iv) each Loan Party has consulted its own legal and financial advisors to the extent such Loan Party deemed appropriate. Each Loan Party further acknowledges and agrees that it is responsible for making its own independent judgments with respect to any transactions contemplated by the Loan Documents and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with any transactions contemplated by the Loan Documents or the process leading thereto.

Section 11.17 USA PATRIOT Act. Each Lender to which the Patriot Act applies hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the name, address and taxpayer identification number of each Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Patriot Act.

Section 11.18 Judgment Currency. (a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or the respective Lender of the full amount of Dollars expressed to be payable to the Administrative Agent or such Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "**Judgment Currency**") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "**Judgment Currency Conversion Date**").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 11.18, such amounts include any premium and costs payable in connection with the purchase of Dollars.

Section 11.19 Assumption of Obligations under Loan Documents. Immediately following the consummation of the Acquisition, each CP Guarantor identified on Schedule 1.01(c) hereby irrevocably (i) assumes all of the Obligations and the other liabilities and obligations of a CP Guarantor under the Loan Documents, and (ii) agrees that it is bound as a CP Guarantor under the Loan Documents, and, in the case of the Security Documents, as a Pledgor, in each case by all of the terms, covenants and conditions set forth in the Loan Documents to the same extent as if such CP Guarantor had been a CP Guarantor immediately before the consummation of the Acquisition.

Section 11.20 Assumption of Obligations under Commitment Letter and Fee Letter. on With effect on and from the Closing Date, each Loan Party hereby irrevocably agrees to assume from Lassonde on a joint and several basis all liabilities and obligations of Lassonde relating to or arising out of any of its duties, responsibilities and obligations under the Fee Letter and, to the extent (and only to the extent) set forth in Section 14 thereof, the Commitment Letter, it being the intention hereby that upon the effectiveness of such assumption, except as expressly set forth in Section 14 of the Commitment Letter and the Lassonde Pledge Agreement, Lassonde shall have no liability or other obligation under the Loan Documents.

Section 11.21 Delivery of Lender Addenda. Each initial Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Lender, the Borrower and the Administrative Agent.

Section 11.22 Intercreditor Agreement. Notwithstanding anything to the contrary in this Agreement, the Liens and rights granted to the Agents pursuant to this Agreement or the other Loan Documents, and the exercise of any right or remedy by any Agent hereunder or thereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

Section 11.23 OID LEGEND. THE LOANS HAVE BEEN ISSUED WITH OID FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THE LOANS MAY BE OBTAINED BY WRITING TO THE ADMINISTRATIVE AGENT AT THE ADDRESS SET FORTH IN SECTION 11.01.

(Signature Pages Follow)

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

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower

By: 7925271 Canada inc.
Its: General Partner

By: _____
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

7925271 CANADA INC.

By:
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

LASSONDE LUXEMBOURG

By: _____
Name: Emmanuel Natale
Title: Type B Manager

POMONA HOLDINGS, INC.

By: _____
Name: Jean Gattuso
Title: President

POMONA MERGER CORP.

By: _____
Name: Jean Gattuso
Title: President

CLEMENT PAPPAS AND COMPANY, INC.

By: _____
Name: Clement David Pappas
Title: President

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

CLEMENT PAPPAS NC, INC.

By: _____
Name: Clement David Pappas
Title: President

DELSEA FARMS, INC.

By: _____
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES CA, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

CPC JUICE, INC.

By: _____
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

JEFFERIES FINANCE LLC,
as Administrative Agent, Collateral Agent, Joint Lead Arranger and Joint Book Manager

By: _____
Name: E. Joseph Hess
Title: Managing Director

BANK OF MONTREAL,
as Syndication Agent

By: _____
Name: DEREK D. BRUST
Title: DIRECTOR

BMO CAPITAL MARKETS,
as Joint Lead Arranger and Joint Book Manager

By: _____
Name: Derek D. Brust
Title: Director

GE CANADA FINANCE HOLDING COMPANY,
as Co-Documentation Agent

By:_____
Name:
Title: ITALO FORTINO
DULY AUTHORIZED SIGNATORY

RABOBANK NEDERLAND, CANADIAN BRANCH,
as Co-Documentation Agent

By: _____
Name: MARC J. DROUIN
Title: VICE PRESIDENT

By: _____
Name:
Title: NICOLAS STOUPAK
VICE PRESIDENT
SENIOR CREDIT ANALYST

Schedule 1.01(a)

Material Indebtedness

None.

Schedule 1.01(b)

Mortgaged Property

	Property Location	Record Owner
1.	10 North Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
2.	1045 Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
3.	125 N. Egerton Road, Henderson, NC 28791 (aka 125 Industrial Park, Mountain Home, NC 28758)	Clement Pappas NC, Inc.
4.	1019 Parsonage Road, Seabrook, NJ 08302	Pappas Properties, LLC
5.	300 E. Huntsville St, Springdale, AR 72764	Pappas Foods, L.L.C.
6.	1755 E. Acacia St, Ontario, CA 91761	Pappas Properties CA, LLC
7.	29 Pond St, Carver, MA 02330	Clement Pappas and Company, Inc.

Schedule 1.01(c)

CP Guarantors

Clement Pappas and Company, Inc.

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Pomona Holdings, Inc.

Pomona Merger Corp.

Schedule 1.01(d)

Pledgors

Luxlas Fund Limited Partnership

Lassonde Luxembourg

7925271 Canada inc.

Pomona Holdings, Inc.

Pomona Merger Corp.

Clement Pappas and Company, Inc.

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Schedule 1.01(e)

Refinancing Indebtedness

Second Amended and Restated Credit Agreement dated May 15, 2009 among Clement Pappas and Company, Inc., the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Bank of Montreal, as Administrative Agent.

Master ISDA agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated May 19, 2009 by and between Bank of Montreal and Clement Pappas and Company, Inc.

Schedule 1.01(f)

Dutch Auction Procedures

This Schedule 1.01(f) is intended to summarize certain basic terms of the Dutch Auction Procedures pursuant to and in accordance with the terms and conditions of Section 11.04(j) of the Term Loan Agreement, of which this Schedule 1.01(f) is a part. It is not intended to be a definitive statement of all of the terms and conditions of a reverse Dutch auction (an "Auction"), the definitive terms and conditions for which shall be set forth in the applicable offering document. None of the Administrative Agent, the Auction Manager (as defined below), any Arranger or any of their respective Affiliates or any officers, directors, employees, agents or attorneys-in-fact of such Persons (together with the Administrative Agent, each Arranger and their respective Affiliates, the "Related Persons") makes any recommendation pursuant to any offering document as to whether or not any Lender should sell its "Loans"(as defined in the Term Loan Agreement) (the "Term Loans") to an Affiliated Lender pursuant to any offering documents, nor shall the decision by the Administrative Agent, the Auction Manager, any Arranger or any other Related Person (or any of their Affiliates) in its respective capacity as a Lender to sell its Term Loans to an Affiliated Lender be deemed to constitute such a recommendation. Each Lender should make its own decision on whether to sell any of its Term Loans and, if it decides to do so, the principal amount of and price to be sought for such Term Loans. In addition, each Lender should consult its own attorney, business advisor or tax advisor as to legal, business, tax and related matters concerning each Auction and the relevant offering documents. Capitalized terms not otherwise defined in this Schedule 1.01(f) have the meanings assigned to them in the Term Loan Agreement.

(a) Notice Procedures. In connection with each Auction, the applicable Affiliated Lender will provide notification to an investment bank of recognized standing selected by such Affiliated Lender (the "Auction Manager") for distribution to the Lenders of the Term Loans (each, an "Auction Notice"). Each Auction Notice shall contain (i) the minimum principal amount (calculated on the face amount thereof) of Term Loans that such Affiliated Lender offers to purchase in such Auction (the "Auction Amount"), which shall not be less than $25,000,000; (ii) the range of discounts to par (the "Discount Range"), expressed as a range of prices per $1,000, at which such Affiliated Lender would be willing to purchase Term Loans in such Auction; *provided* that the par principal amount of the Term Loans offered to be prepaid in each Auction shall be in a minimum aggregate amount of $1,000,000 and with minimum increments of $100,000 (it being understood that the par principal amount of Term Loans actually prepaid may be less than the minimum amount in the event that the aggregate par principal amount of Term Loans actually offered to be available for prepayment by Lenders in such Auction is less than the minimum amount) and (iii) the date on which such Auction Manager will conclude, on which date Return Bids (as defined below) will be due by 1:00 p. m. (New York time) (as such date and time may be extended by the Auction Manager, such time the "Expiration Time"). Such Expiration Time may be extended for a period not exceeding 3 Business Days upon notice by the applicable Affiliated Lender to the Auction Manager received not less than 24 hours before the original Expiration Time; *provided* that only one extension per offer shall be permitted. An Auction shall be regarded as a "failed auction" in the event that either (x) such Affiliated Lender withdraws such Auction in accordance with the terms hereof or (y) the Expiration Time occurs with no Qualifying Bids (as defined below) having been received. In the event of a failed auction, such Affiliated Lender shall not be permitted to deliver a new Auction Notice prior to the date occurring 3 Business Days after such withdrawal or Expiration Time, as the case may be. Notwithstanding anything to the contrary contained herein, no Affiliated Lender shall initiate any Auction by delivering an Auction Notice to the Auction Manager until after the conclusion (whether successful or failed) of the previous Auction (if any), whether such conclusion occurs by withdrawal of such previous Auction or the occurrence of the Expiration Time of such previous Auction.

(b) Reply Procedures. In connection with any Auction, each Lender of Term Loans wishing to participate in such Auction shall, prior to the Expiration Time, provide the Auction Manager with a notice of participation, in the form included in the respective offering document (each, a "Return Bid") which shall specify (i) a discount to par that must be expressed as a price per $1,000 in principal amount of Term Loans (the "Reply Price") within the Discount Range and (ii) the principal amount of Term Loans, in an amount not less than $1,000,000 or an integral multiple of $1,000 in excess thereof, that such Lender offers for sale at its Reply Price (the "Reply Amount"). A Lender may submit a Reply Amount that is less than the minimum amount and incremental amount requirements described above only if the Reply Amount comprises the entire amount of the Term Loans held by such Lender. Lenders may only submit one Return Bid per Auction but each Return Bid may contain up to 3 component bids, each of which may result in a separate Qualifying Bid and each of which will not be contingent on any other component bid submitted by such Lender resulting in a Qualifying Bid. In addition to the Return Bid, the participating Lender must execute and deliver, to be held by the Auction Manager, an assignment and acceptance in the form included in the offering document (each, an "Auction Assignment and Assumption"). No Affiliated Lender will purchase any Term Loans at a price that is outside of the applicable Discount Range, nor will any Return Bids (including any component bids specified therein) submitted at a price that is outside such applicable Discount Range be considered in any calculation of the Applicable Threshold Price.

(c) Acceptance Procedures. Based on the Reply Prices and Reply Amounts received by the Auction Manager, the Auction Manager, in consultation with the applicable Affiliated Lender, will calculate the lowest purchase price (the "Applicable Threshold Price") for such Auction within the Discount Range for such Auction that will allow such Affiliated Lender to complete the Auction by purchasing the full Auction Amount (or such lesser amount of Term Loans for which such Affiliated Lender has received Qualifying Bids). Such Affiliated Lender shall purchase Term Loans from each Lender whose Return Bid is within the Discount Range and contains a Reply Price that is equal to or less than the Applicable Threshold Price (each, a "Qualifying Bid"). All Term Loans included in Qualifying Bids (including multiple component Qualifying Bids contained in a single Return Bid) received at a Reply Price lower than the Applicable Threshold Price will be purchased at such applicable Reply Prices and shall not be subject to proration.

(d) Proration Procedures. All Term Loans offered in Return Bids (or, if applicable, any component thereof) constituting Qualifying Bids at the Applicable Threshold Price will be purchased at the Applicable Threshold Price; *provided* that if the aggregate principal amount (calculated on the face amount thereof) of all Term Loans for which Qualifying Bids have been submitted in any given Auction at the Applicable Threshold Price would exceed the remaining portion of the Auction Amount (after deducting all Term Loans to be purchased at prices below the Applicable Threshold Price), the applicable Affiliated Lender shall purchase the Term Loans for which the Qualifying Bids submitted were at the Applicable Threshold Price ratably based on the respective principal amounts offered and in an aggregate amount equal to the amount necessary to complete the purchase of the Auction Amount. No Return Bids or any component thereof will be accepted above the Applicable Threshold Price (as defined below).

(e) Notification Procedures. The Auction Manager will calculate the Applicable Threshold Price and post the Applicable Threshold Price and proration factor onto an internet or intranet site (including Intralinks®, SyndTrak Online, ClearPar® or any other E-System) in accordance with the Auction Manager's standard dissemination practices by 4:00 p.m. New York time on the Business Day after the date the Return Bids were due (as such due date may be extended in accordance with this Schedule 1.01(f)); *provided* that the failure to post such Applicable Threshold Price and proration factor by such time shall not affect the validity of such Auction Prepayment Offer. The Auction Manager will insert the principal amount of Term Loans to be assigned and the applicable settlement date into each

applicable Auction Assignment and Assumption received in connection with a Qualifying Bid. Upon the request of the submitting Lender, the Auction Manager will promptly return any Auction Assignment and Assumption received in connection with a Return Bid that is not a Qualifying Bid.

(f) Auction Assignment and Assumption. Each Auction Notice and Auction Assignment and Assumption shall contain the following representations and warranties by the applicable Affiliated Lender:

(i) The conditions set forth in Section 11.04(j) of the Term Loan Agreement have each been satisfied on and as of the date hereof, except to the extent that such conditions refer to conditions that must be satisfied as of a future date, in which case such Affiliated Lender must terminate any Auction if it fails to satisfy one of more of the conditions which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to an Auction.

(ii) The representations and warranties of each Term Loan Party contained in Article III of the Term Loan Agreement or any other Term Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (other than any representation or warranty that is qualified by materiality or reference to Material Adverse Effect, which shall be true and correct in all respects) on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes hereof, the representations and warranties contained in Section 3.04(a) of the Term Loan Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 5.01 of the Term Loan Agreement.

(iii) As of the date of the Auction Notice and the date of the Auction Prepayment, the Affiliated Lender is not in possession of any material non-public information with respect to Holdings, Borrower or any of its Subsidiaries that (x) has not been disclosed to the Lenders (other than Lenders that do not wish to receive material non-public information with respect to Holdings, Borrower or any of its Subsidiaries) prior to such date and (y) if not disclosed to the Lenders, could reasonably be expected to have a material effect (whether negative or positive) upon, or otherwise be material to, (1) a Lender's decision to participate in any Auction or (2) the market price of the Term Loans subject to such Auction.

(g) Additional Procedures. Once initiated by an Auction Notice, the applicable Affiliated Lender may withdraw an Auction only in the event that, (i) as of such time, no Qualifying Bid has been received by the Auction Manager or (ii) such Affiliated Lender has failed to meet a condition set forth in Section 11.04(j) of the Term Loan Agreement. Furthermore, in connection with any Auction, upon submission by a Lender of a Return Bid, such Lender will not have any withdrawal rights. Any Return Bid (including any component bid thereof) delivered to the Auction Manager may not be modified, revoked, terminated or cancelled by a Lender. However, an Auction may become void if the conditions to the purchase of Term Loans by such Affiliated Lender required by the terms and conditions of Section 11.04(j) of the Term Loan Agreement are not met. The purchase price in respect of each Qualifying Bid for which purchase by such Affiliated Lender is required in accordance with the foregoing provisions shall be paid directly by such Affiliated Lender to the respective assigning Lender on a settlement date as determined jointly by such Affiliated Lender and the Auction Manager (which shall be not later than 10 Business Days after the date Return Bids are due). The applicable Affiliated Lender shall execute each applicable Auction Assignment and Assumption received in connection with a Qualifying Bid. All questions as to the form of documents and validity and eligibility of Term Loans that are the subject of an Auction will be determined by the Auction Manager, in consultation with such Affiliated Lender, and

their determination will be final and binding so long as such determination is not inconsistent with the terms of Section 11.04(j) of the Term Loan Agreement or this Schedule 1.01(f). The Auction Manager's interpretation of the terms and conditions of the offering document, in consultation with such Affiliated Lender, will be final and binding so long as such interpretation is not inconsistent with the terms of Section 11.04(j) of the Term Loan Agreement or this Schedule 1.01(f). None of the Administrative Agent, the Auction Manager any Arranger, any other Related Person or any of their respective Affiliates assumes any responsibility for the accuracy or completeness of the information concerning any Affiliated Lender, any Term Loan Party, or any of their Affiliates (whether contained in an offering document or otherwise) or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information. This Schedule 1.01(f) shall not require any Affiliated Lender to initiate any Auction.

Schedule 3.05(b)

Real Property

Owned Real Property:

Property Location	Record Owner	Use
1. 10 North Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Office and Storage
2. 1045 Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Plant
3. 125 N. Egerton Road Henderson, NC 28791 (aka 125 Industrial Park Mountain Home, NC 28758).	Clement Pappas NC, Inc.	Plant
4. 1019 Parsonage Road Seabrook, NJ 08302.	Pappas Properties, LLC	Warehouse
5. 300 E. Huntsville St Springdale, AR 72764.	Pappas Foods, L.L.C.	Plant
6. 1755 E. Acacia St Ontario, CA 91761.	Pappas Properties CA, LLC	Plant
7. 29 Pond St, Carver MA 02330.	Clement Pappas and Company, Inc.	Cranberry Receiving Station

Leased Property:

Lease	Use
1. Lease Agreement between Delaware River and Bay Authority as Landlord and Clement Pappas and Company, Inc. as Tenant, dated December 19, 2006, as amended, for property located at One Collins Drive, Suite 200, Carneys Point, NJ 08069.	Office/ Corporate Headquarters
2. Lease Agreement between Paper Properties, LLC, as predecessor-in-interest to Charis Family Interests, LLC, as Landlord and Clement Pappas NC, Inc. as Tenant, dated May 29, 2008, as amended, for property located at 199 N. Egerton, Mountain Home, NC 28758.	Warehouse
3. Commercial Lease Agreement between T.J.R.V., Inc. as Landlord and Pappas Foods, L.L.C. as Tenant, dated March 15, 2008, for property located at 777 Frisco St, Springdale, AR 72764.	Warehouse
4. Industrial Lease Agreement between 6320 Oakleaf LLC as Landlord and the HR Nicholson Company as Tenant, dated September 26, 2006, as amended, for property located at 6320 Oakleaf, Baltimore, MD 21215, as assigned to CP Maryland, LLC on April 24, 2007.	Plant

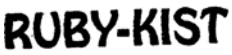
Section 3.06(a)

Ownership; No Claims; Use of Intellectual Property; Protection of Trade Secrets

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clement Pappas and Company, Inc.	1631048	RUBY KIST
Clement Pappas and Company, Inc.	2848985	GROWN RIGHT
Clement Pappas and Company, Inc.	3824918	GROWN RIGHT
Clement Pappas and Company, Inc.	1915856	BOO JUICE
Clement Pappas and Company, Inc.	2084905	APPLELICIOUS
Clement Pappas and Company, Inc.	2164535	CLEM'S JUICE BAR
Clement Pappas and Company, Inc.	3605984	DELSEA
Clement Pappas and Company, Inc.	3361019	DELSEA
Clement Pappas & Co., Inc.	3623736	BOMBAY
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2232393	BOMBAY CLASSIC
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2182479	BOMBAY SELECT
Clement Pappas & Co., Inc.	2137490	APPLE STAMPEDE
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2119215	BOMBAY ORIGINAL
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1510363	BOMBAY GOLD 100 (and design)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1493753	BEST VALUE (stylized) **BEST VALUE**
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1331171	NICHOLSON'S (stylized)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1358340	BOMBAY (stylized)

CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1073831	BOMBAY (stylized)
Clement Pappas and Company, Inc.	0611860	RUBY-KIST (stylized)
		

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Clement Pappas Company, Inc.	85337615	DELSEA FARMS
Clement Pappas & Co., Inc.	85181293	NATURE'S BLEND
Clement Pappas & Co., Inc.	77547279	OASIS BREEZE

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK
Clement Pappas and Company, Inc.	TMA412276	Canada	RUBY KIST
Clement Pappas & Co., Inc.	TM 8253	New Jersey	RUBY KIST

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Clement Pappas & Company, Inc.	Tango lime characters	VAu000358263

Clement Pappas & Company, Inc.	Fruit punch characters	VAu000358264
Clement Pappas & Company, Inc.	Mango berry characters	VAu000358265
Clement Pappas & Company, Inc.	Blue raspberry characters	VAu000358266

DOMAIN NAMES

www.clementpappas.com

Liens

The following security interests are recorded with the USPTO against certain of the marks listed above:

- The PTO records for the mark RUBY KIST (Reg. No. 1,631,048) include a security interest in favor of Mellon Bank N.A., recorded on July 9, 1993 (Reel/Frame: 1017/0377).

The following security interest is recorded with the Canadian Intellectual Property Office ("CIPO") :

- The CIPO records for the mark RUBY KIST (Reg. No. TMA412276) include a security interest in favor of First Union National Bank, recorded on May 3, 2000.

See also the disclosure regarding the cease and desist letter received from attorneys for Dr. Pepper as described in Schedule 3.06(c).

Licenses from a Company to a Third Party

None.

Schedule 3.06(c)

Violations or Proceedings

Clement Pappas and Company, Inc. ("Clement Pappas") received a cease and desist letter dated April 13, 2010 from attorneys for Dr. Pepper Snapple Group ("DPSG"). The letter alleged infringement by Clement Pappas of DPSG's label for ROSE'S lime juice and demanded that Clement Pappas (a) immediately stop using its RUBY KIST lime juice label and trade dress or any other marks or designs confusingly similar thereto, (b) destroy and rebrand all inventory, signage, and promotional items relating to Clement Pappas' sweetened lime juice product, and (c) notify any third parties involved in the sale and promotion of the allegedly infringing goods that they must immediately cease providing the allegedly infringing goods. No settlement agreement was entered into by Clement Pappas. Clement Pappas orally agreed to create a new label by November 2011.

Schedule 3.06(e)

Agreement or Order Affecting Intellectual Property

None.

Schedule 3.07(a)

Subsidiaries

Entity	Jurisdiction	Authorized Equity Interests	Outstanding Equity Interests	Options, Warrants, and Similar
Lassonde Industries Inc.	Canada	N/A	N/A	N/A
A. Lassonde Inc.	Quebec	N/A	N/A	N/A
Luxlas Fund Limited Partnership	Quebec	100% Membership Interest	100% Membership Interest	None
Lassonde Luxembourg	Luxembourg			None, other than pursuant to the Convertible Loan Agreement
7925271 Canada inc.	Canada	1 common share	1 common share	None
Pomona Holdings, Inc.	Delaware	1,000,000 shares of common stock	200,000 shares of common stock	None
Pomona Merger Corp.	New Jersey	100 shares of common stock	100 shares of common stock	None
Clement Pappas and Company, Inc.[1]	New Jersey	2,500 shares of voting common stock; 1,000,000 shares of non-voting common stock	1,130 of voting common stock; 403,608 shares of non-voting common stock	None
Clement Pappas and Company, Inc.[2]	New Jersey	100 shares of common stock	100 shares of common stock	None
Pappas Foods, L.L.C.	Delaware	1,000 Units (100% Interest)	1,000 Units (100% Interest)	None
Clement Pappas NC, Inc.	North Carolina	100,000 shares of common stock	100 shares of common stock	None
Delsea Farms, Inc.	California	100,000 shares of common stock	100 shares of common stock	None

[1] Applicable before consummation of the Acquisition.
[2] Applicable after consummation of the Acquisition.

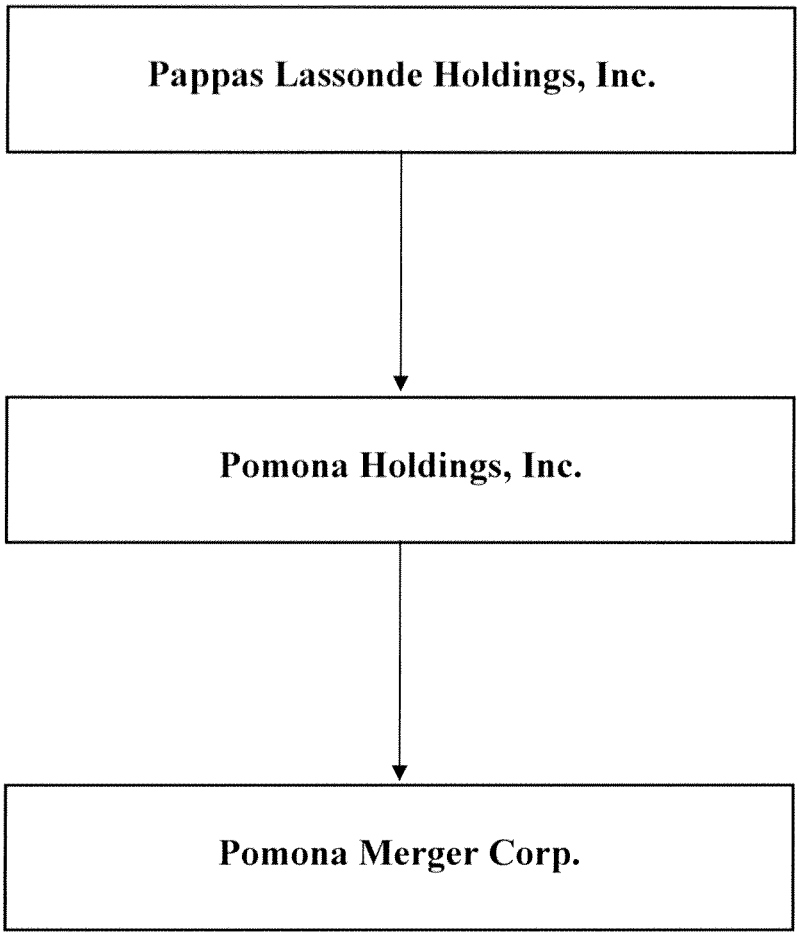
Pappas Properties CA, LLC	California	100% Membership Interest	100% Membership Interest	None
Pappas Properties, LLC	Delaware	100% Membership Interest	100% Membership Interest	None
CPC Juice, Inc.	New Jersey	100 shares of common stock	100 shares of common stock	None
CP Maryland, LLC	Maryland	100% Membership Interest	100% Membership Interest	None

Schedule 3.07(c)

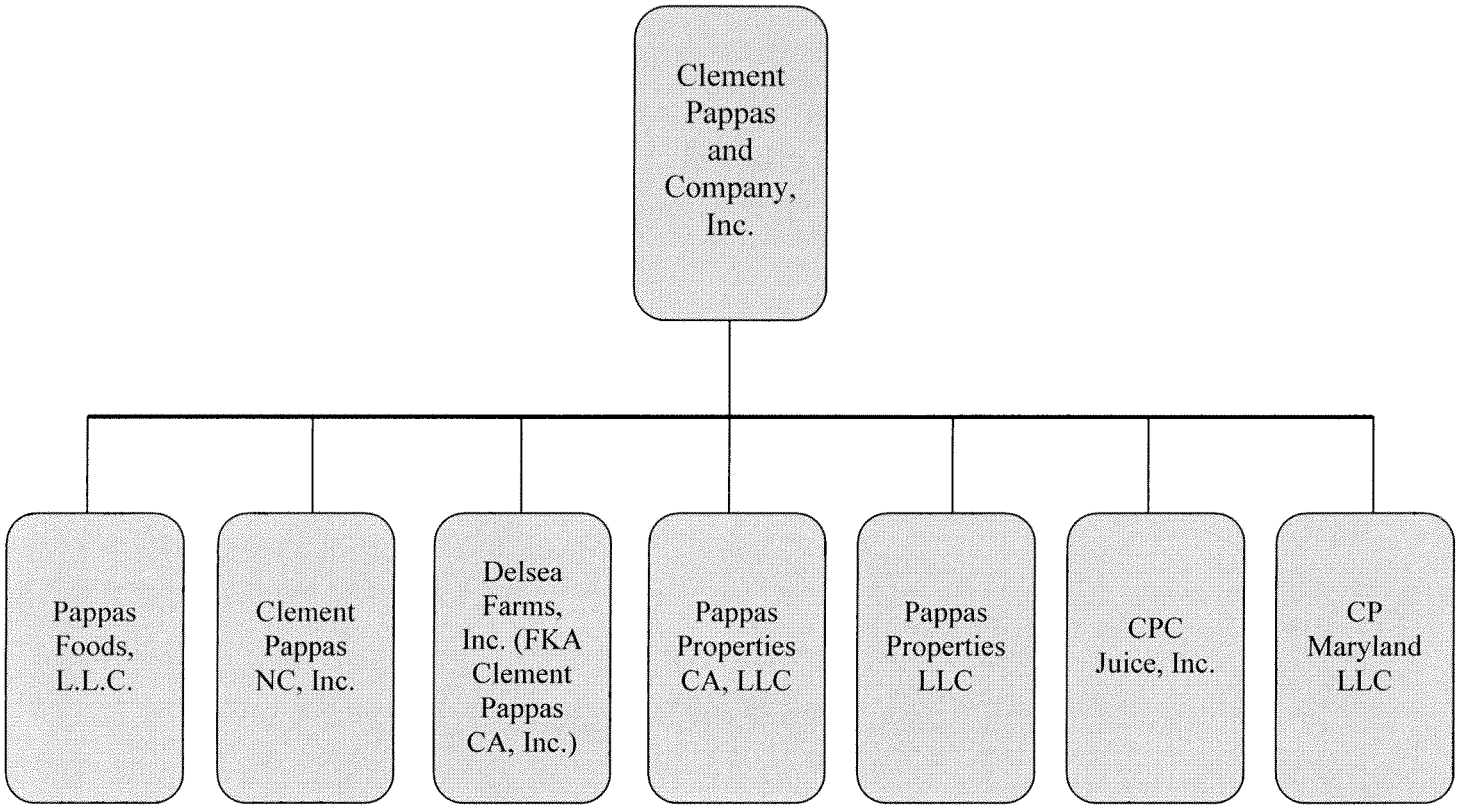
Corporate Organizational Chart

See attached.

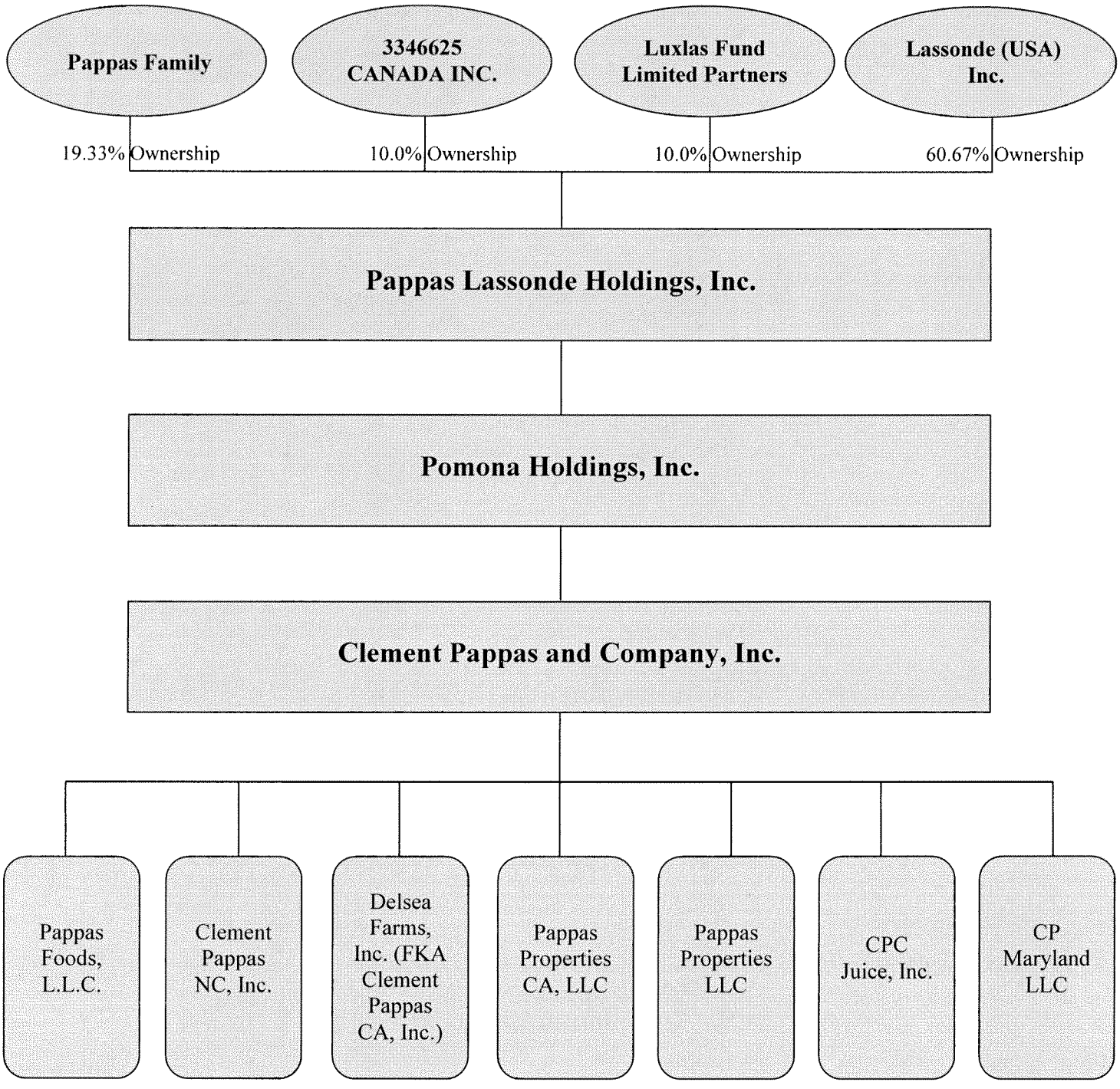
Pomona Merger Corporation Organization Structure



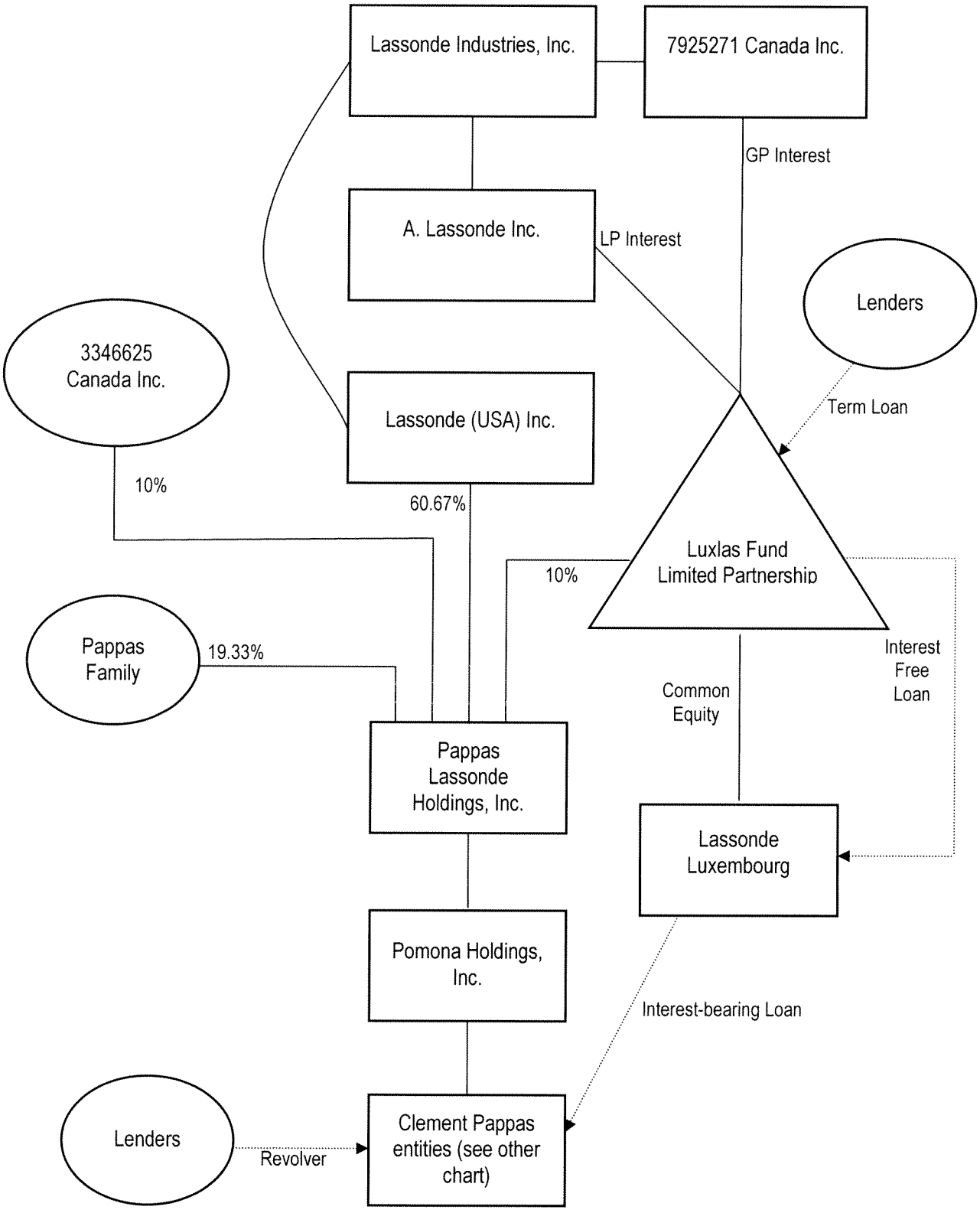
Clement Pappas Pre-Merger Organization Structure



Clement Pappas Post-Merger Organization Structure



Financing Organization Structure



Schedule 3.08

Litigation

None.

Schedule 3.09(c)

Material Agreements

None.

Schedule 3.19

Insurance

The insurance in the following table covers Pomona Holdings, Inc., Pomona Merger Corp., Clement Pappas and Company, Inc., Pappas Foods, L.L.C., Clement Pappas NC, Inc., Delsea Farms, Inc., Pappas Properties, LLC, Pappas Properties CA, LLC, CPC Juice, Inc., and CP Maryland LLC:

Carrier	Policy Year	Coverage
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Property (including boiler and machinery)
Lloyd's of London (Equinox)	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Lloyd's, Shelter Re, and Aspen UK	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Endurance American Specialty Insurance Company	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Sentry Insurance	March 1, 2011-March 1, 2012	General Liability
Sentry Casualty Company (AOS) & Sentry Insurance	March 1, 2011-March 1, 2012	Automobile Liability and Physical Damage
Sentry Insurance	March 1, 2011-March 1, 2012	Workers' Compensation
Insurance Company of the State of PA (Chartis)	March 1, 2011-March 1, 2012	Foreign Commercial General Liability, Foreign Commercial Automobile Liability and Physical Damage, Foreign Voluntary Workers' Compensation and Employers Liability, and Foreign Travel Accident and Sickness
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Umbrella Liability
St. Paul Fire & Marine Insurance Company	March 1, 2011-March 1, 2012	Excess Liability
West Chester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	D&O, Fiduciary Liability, and Employment Practices Liability
Westchester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	Crime

Great American Insurance Company	December 30, 2008-December 30, 2013	Pollution Legal Liability

The insurance in the following table covers Luxlas Fund Limited Partnership, Lassonde Luxembourg, 7925271 Canada inc., and Pappas Lassonde Holdings, Inc.

Carrier	Policy Year	Coverage
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	Property (All Risks)
Boiler Inspection and Insurance Co.	October 1, 2010 - October 1, 2011	Boiler & Machinery (Comprehensive Broad Form)
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	General Liability
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	Umbrella Liability
Encon Group	October 1, 2010 - October 1, 2011	D & O and Employment Practices Liability
ACE INA	October 1, 2010 - October 1, 2011	Excess D & O and Excess Employment Practices Liability
Encon Group	October 1, 2010 - October 1, 2011	Fiduciary Liability
Garantie of North America	October 1, 2010 - October 1, 2011	Crime
Lloyd's of London	October 1, 2010 - October 1, 2011	Product Contamination
Royal Sun Alliance	October 1, 2010 - October 1, 2011	Ocean Marine Cargo

Schedule 3.20(c)

Mortgage Filing Offices

Circuit Clerk
Washington County
Arkansas

Official Records
San Bernardino County
California

Registry of Deeds
Plymouth County
Massachusetts

County Clerk
Cumberland County
New Jersey

Register of Deeds
Henderson County
North Carolina

Schedule 3.21

Acquisition Documents

Exhibits to Acquisition Agreement

- Exhibit A – Form of Escrow Agreement
- Exhibit B – Form of Certificate of Merger
- Exhibit C – Letter of Transmittal
- Exhibit D – Commitment Letter
- Exhibit E – [Intentionally Omitted]
- Exhibit F – Forms of Key Employee Agreement
- Exhibit G – Form of Non-competition Agreements
- Exhibit H – P-L Holdings Stockholders' Agreement
- Exhibit I – Form of Stock Purchase Agreement

Schedules to Acquisition Agreement

- 1.1(a) – Standard Costs of Cranberry and Cranberry Concentrate Inventories
- 1.1(b) – Capital Leases
- 3.1 – Organization and Qualification
- 3.3 – Non-Contravention
- 3.5(a) – Capitalization
- 3.5(c) – Subsidiaries
- 3.6(b) – Financial Statements
- 3.6(c) – Undisclosed Liabilities
- 3.7 – Absence of Certain Developments
- 3.8 – Compliance with Laws; Governmental Authorizations; Licenses; Etc.
- 3.9 – Litigation
- 3.10 – Taxes
- 3.11 – Environmental Matters
- 3.12 – Employee Matters
- 3.12(c) – Employment Contracts
- 3.13 – Employee Benefit Plans
- 3.14 – Intellectual Property
- 3.15 – Material Contracts
- 3.16 – Insurance
- 3.17 – Real Property
- 3.18 – Title to Assets
- 3.19 – Related Party Transactions
- 3.21 – Customers and Suppliers
- 3.22 – Bank Accounts
- 5.3 – Conduct of Business

- 5.3(k) – 2011 Capital Expenditures Budget
- 5.10(d)(ii) – Allocation Schedule Principles

Schedule 4(g)

Local and Foreign Counsel

Local Counsel	**Jurisdiction**
Arkansas	Rose Law Firm, a Professional Association
California	Squire, Sanders & Dempsey (US) LLP
Maryland	Venable LLP
Massachusetts	Foley & Lardner LLP
New Jersey	Wilentz, Goldman & Spitzer P.A.
North Carolina	Robinson, Bradshaw & Hinson

Schedule 5.18

Post-Closing Matters

(a) Post Closing Collateral. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) within 30 days following the Closing Date, control agreements, or instruments necessary to perfect the Collateral Agent's security interest all Deposit Accounts (other than Excluded Accounts, it being understood that account #2227254 in the name of Clement Pappas and Company, Inc. held at BMO Harris Bank shall under no circumstances be treated as an Excluded Account) identified in Schedule 15 to the Perfection Certificate together with a legal opinion of counsel to Borrower in form and substance, and from counsel, reasonably acceptable to the Collateral Agent with respect to perfection of the Collateral Agent's security interest in respect of such Deposit Accounts;

(ii) within 30 days following the Closing Date, a file stamped UCC3 that effectively and fully terminates financing statement 23970885 (re: Clement Pappas and Company, Inc., as debtor) in its entirety and effectively releases all liens related thereto; and

(b) Post Closing Insurance. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) within 30 days following the Closing Date:

(A) with respect to the general liability insurance policies maintained pursuant to Section 5.04, endorsements naming the Collateral Agent, on behalf of the Secured Parties, as an additional insured party, and a cancellation endorsement providing that no cancellation, material reduction in amount or material change in coverage of such policy shall be effective until at least 30 days after receipt by the Collateral Agent of written notice thereof; and

(B) with respect to the property insurance policy maintained pursuant to Section 5.04, an endorsement naming the Collateral Agent, on behalf of the Secured Parties, as mortgagee and lender's loss payee, and a cancellation endorsement providing that no cancellation, material reduction in amount or material change in coverage of such policy shall be effective until at least 30 days after receipt by the Collateral Agent of written notice thereof.

(c) Post Closing Real Estate Mortgages. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, or the following actions shall have been completed to the satisfaction of the Collateral Agent within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) As soon as possible, but in any event within sixty (60) days of the Closing Date, the Collateral Agent shall have received:

(A) a Mortgage encumbering each Mortgaged Property identified on Schedule 1.01(b) (each an "Initial Mortgaged Property") in favor of the Collateral Agent, for the benefit of the Secured Parties, duly executed and acknowledged by each Loan Party that is the owner of such Initial Mortgaged Property, and otherwise in form for recording or filing in the recording or filing office of each applicable governmental subdivision where each such Initial Mortgaged Property is situated, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof to create a lien under applicable Legal Requirements, and such financing statements and any other instruments necessary to grant a mortgage Lien under the laws of any applicable jurisdiction, all of which shall be in form and substance satisfactory to the Collateral Agent;

(B) with respect to each Initial Mortgaged Property, such consents, approvals, amendments, supplements, estoppels, tenant subordination agreements or other instruments as are necessary to consummate the Transactions or as shall reasonably be deemed necessary by the Collateral Agent in order for the owner or holder of the fee interest constituting such Initial Mortgaged Property to grant the Lien contemplated by the Mortgage with respect to such Initial Mortgaged Property;

(C) with respect to each Mortgage, a Title Policy insuring the Lien of such Mortgage as a valid first mortgage Lien on the Initial Mortgaged Property and fixtures described therein in the amount equal to not less than 120% of the Fair Market Value of such Initial Mortgaged Property and fixtures, which Fair Market Value as of the Closing Date is set forth on Annex A to this Schedule 5.18, which Title Policy shall (A) be issued by the Title Company, (B) to the extent necessary, include such reinsurance arrangements (with provisions for direct access, if necessary) as shall be acceptable to the Collateral Agent, (C) contain a "tie-in" or "cluster" endorsement, if available under applicable Legal Requirements (*i.e.*, policies which insure against losses regardless of location or allocated value of the insured Property up to a stated maximum coverage amount), (D) have been supplemented by such endorsements (or where such endorsements are not available, opinions of special counsel, architects or other professionals reasonably acceptable to the Collateral Agent) as shall be reasonably requested by the Collateral Agent (including but not limited to endorsements on matters relating to usury, first loss, last dollar, zoning (except with respect to Initial Mortgaged Property situated in the State of New Jersey), contiguity, doing business, public road access, survey, variable rate, environmental lien, subdivision, separate tax lot and so-called comprehensive coverage over covenants and restrictions), and (E) contain no exceptions to title other than exceptions reasonably acceptable to the Collateral Agent;

(D) with respect to each Initial Mortgaged Property, such affidavits, certificates, information (including financial data) and instruments of indemnification (including a so-called "gap" indemnification) as shall be required to induce the Title Company to issue the Title Policy/ies and endorsements contemplated above;

(E) evidence reasonably acceptable to the Collateral Agent of payment by Borrower of all Title Policy premiums, search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the Title Policies referred to above;

(F) with respect to each Real Property or Initial Mortgaged Property, copies of all Leases in which any Loan Party holds the lessor's interest or other agreements relating to possessory interests, if any. To the extent any of the foregoing affect any Initial Mortgaged Property, such agreement shall be subordinate to the Lien of the Mortgage to be recorded against such Initial Mortgaged Property, either expressly by its terms or pursuant to a subordination, non-disturbance and attornment agreement, and shall otherwise be reasonably acceptable to the Collateral Agent;

(G) with respect to each Initial Mortgaged Property, a completed Federal Emergency Management Agency (or any successor agency) Standard Flood Hazard Determination;

(H) with respect to each Real Property or Initial Mortgaged Property, each Loan Party shall have made all notifications, registrations and filings, to the extent required by, and in accordance with, all Governmental Real Property Disclosure Requirements applicable to such Real Property or Initial Mortgaged Property;

(I) a Survey with respect to each Initial Mortgaged Property;

(J) with respect to each Initial Mortgaged Property or Real Property in which the Collateral Agent intends to take a Mortgage, an environmental assessment prepared by any environmental consultant, and in form and substance, satisfactory to the Collateral Agent that does not disclose any Environmental Claims or the potential for Environmental Claims;

(K) with respect to each Initial Mortgaged Property situated in the State of New Jersey, a zoning compliance report supported by municipal documentation (including all applicable certificates of occupancy) which provides a reliable, independently confirmed statement regarding the compliance status of such property's existing use, setbacks, height, density and parking in a form reasonably acceptable to the Collateral Agent; and

(L) favorable written opinions of counsel for the Loan Parties (A) dated as of the Mortgages encumbering the Initial Mortgaged Property, (B) addressed to the Agents and the Lenders; (C) covering such matters relating to the Mortgages, the other Loan Documents and the Transactions as the Collateral Agent shall reasonably request; and (D) in form and substance reasonably acceptable to the Collateral Agent.

(d) Post Closing Landlord Access Agreements / Bailee Letters. Each of the Loan Parties shall use commercially reasonable efforts (which efforts shall not require any Loan Party to agree to any increased rent in respect of any lease or to make any other economic concession) to promptly deliver to the Collateral Agent a duly executed Landlord Access Agreement (substantially in the form of Exhibit F to the Agreement) or Bailee Letter, as applicable, or such other form as may reasonably be acceptable to the Collateral Agent, for each of the properties identified on Annex B to this Schedule 5.18.

(e) Intellectual Property. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes) of the Loan Parties:

(i) Within 45 days following the Closing Date:

(A) documentation, including filing receipts and confirmation of recordal from the Canadian Intellectual Property Office evidencing the release and recordal against each trademark registration subject to a security interest from Clement Pappas and Company, Inc. to First Union Bank recorded with the Canadian Intellectual Property Office on May 3, 2000;

(B) documentation evidencing that inconsistencies in the manner in which the owner/registrant of the trademarks listed on Schedule 13 are indicated in the USPTO records (e.g., "Clement Pappas & Co., Inc.", "Clement Pappas Company, Inc.", etc.) have been corrected with the USPTO to ensure that all such trademarks are held in the correct legal name of the applicable owner, as identified in Annex C to this Schedule 5.18.

(ii) within 90 days following the Closing Date, documentation evidencing that either (i) a new design has been created for the RUBY KIST lime juice label in accordance with an oral agreement between Clement Pappas and Company, Inc. and Dr. Pepper Snapple Group to create a new label by November 2011, or (ii) Clement Pappas and Company has elected not to pursue the product line represented by the RUBY KIST lime juice label.

Annex A to Schedule 5.18

Fair Market Value of Initial Mortgaged Property

Property Location	Fair Market Value
10 North Parsonage Road, Seabrook, NJ 08302.	$750,000
1045 Parsonage Road, Seabrook, NJ 08302.	$3,900,000
125 N. Egerton Road, Henderson, NC 28791 (aka 125 Industrial Park, Mountain Home, NC 28758).	$7,710,000
1019 Parsonage Road, Seabrook, NJ 08302.	$3,340,000
300 E. Huntsville St, Springdale, AR 72764.	$2,170,000
1755 E. Acacia St, Ontario, CA 91761.	$8,510,000
29 Pond St, Carver, MA 02330.	$675,000

Annex B to Schedule 5.18

Landlord Access Agreements and Bailee Letters

Leased Property:

Entity of Record	Location Address	Landlord
Clement Pappas and Company, Inc.	One Collins Drive, Suite 200 Carneys Point, NJ 08069-3600	Delaware River and Bay Authority
Clement Pappas NC, Inc.	199 N. Egerton Mountain Home, NC 28792	Charis Family Interests, LLC
Pappas Foods, L.L.C.	777 Frisco St. Springdale, AR 72764	T.J.R.V., Inc.
CP Maryland LLC	6320 Oakleaf Baltimore, MD 21215	6320 Oakleaf LLC

Warehouses:

Company	Name of Entity in Possession of Collateral/Capacity of such Entity	Address/Location of Collateral	County or Canton	State, Province or District
Clement Pappas and Company, Inc.	Holman Distribution	11401 SE Jennifer Street Clackamas, OR 97015	Clackamas County	Oregon
Clement Pappas and Company, Inc.	Keele Warehousing & Logistics	41 Cityview Drive Toronto, Ontario M9W 5A	Etobicoke	Ontario
Clement Pappas and Company, Inc.	Gardner Cold Storage	7502 Highway 13 East Pittsville, WI	Wood County	Wisconsin
Clement Pappas and Company, Inc.	Versacold Logistics	2130 Old Georgia Highway Gaffney, SC	Cherokee County	South Carolina
Clement Pappas and Company, Inc.	KMT Brrr!	1042 Parsonage Road Seabrook, NJ	Cumberland County	New Jersey
Clement Pappas and Company, Inc.	National Freight, Inc.	51 West Park Avenue Vineland, NJ	Cumberland County	New Jersey
Clement Pappas and Company, Inc.	Pioneer Cold	149 Plainfield Street Chicopee, MA	Hampden County	Massachusetts
Clement Pappas and Company, Inc.	Polar Cap Cold Storage	1 Noyes Avenue East Providence, RI	Providence County	Rhode Island
Clement Pappas and	C&E Canners, Inc.	1249 Mays Landing Rd.	Atlantic	New Jersey

Company, Inc.		Folsom, NJ	County	
Clement Pappas and Company, Inc.	Connecticut Freezers	1 Brewery Street New Haven, CT	New Haven County	Connecticut
Clement Pappas and Company, Inc.	Delaware Freezers	1089 Elkton Road Newark, DE	New Castle County	Delaware
Clement Pappas and Company, Inc.	Hartford Freezers	241 Park Avenue East Hartford, CT	Hartford County	Connecticut
Clement Pappas and Company, Inc.	Maritime Terminal	1 Whalers Wharf New Bedford, MA	Bristol County	Massachusetts

Annex C to Schedule 5.18

Requirement for Correcting The Name Of The Trademark Owner

Clement Pappas and Company, Inc.

The correct legal name of the owner, a New Jersey corporation, is Clement Pappas and Company, Inc.

1) The owner's name is incorrectly set out as **Clement Pappas & Co., Inc.** (ampersand instead of "and" after "Clement Pappas" and the abbreviation "Co." instead of "Company") in the following registrations:

BOMBAY Reg. No. 3623736
APPLE STAMPEDE Reg. No. 2137490

For each registration listed above, the error in the owner's name may be corrected by a Section 7 amendment (and fee), accompanied by a supporting declaration. *See* 37 CFR 2.71(d).

2) The owner's name is incorrectly set out as **Clement Pappas & Co., Inc.** (ampersand instead of "and" after "Clement Pappas" and the abbreviation "Co." instead of "Company") in the following U.S. applications:

NATURE'S BLEND Appl. No. 85181293
OASIS BREEZE Appl. No.77547279

For each application listed above, the error in the owner's name may be corrected by amendment accompanied by a supporting declaration.

3) The owner's name is incorrectly set out as **Clement Pappas Company, Inc.** ("and" is missing after "Clement Pappas") in the following registration:

DELSEA Reg. No. 3605984

The above error may be corrected by Section 7 amendment (and fee), accompanied by a supporting declaration. *See* 37 CFR 2.71(d).

4) The owner's name is incorrectly set out as **Clement Pappas Company, Inc.** ("and" is missing after "Clement Pappas") in the following application:

DELSEA FARMS Appl. No. 85337615 (new application not assigned to Examiner)

The above error may be corrected by voluntary amendment accompanied by a supporting declaration. *See* 37 CFR 2.71(d).

Schedule 6.01(b)

Existing Indebtedness

As of 6/30/11:

A/P over 90 Days	Balance	
	(177.23)	
	115.53	
	(9,252.03)	Paid in July
	17,861.07	Paid in July
	(33.00)	
	(134.07)	
	(4.67)	
	(1.54)	
	441.88	
	41.47	
	(531.00)	
	(3.63)	
	(72.37)	
Total	8,250.41	
Capital Leases		
	85,544.47	
	230,867.86	
	273,881.22	
	160,907.17	
	122,644.73	
	52,961.69	
	8,666.88	
	81,547.66	
	10,612.32	
Total	1,027,634.00	
Miscellaneous		
	13,779.56	

Schedule 6.02(c)

Existing Liens

None.

Schedule 6.04(b)

Existing Investments

The Executive Life Insurance Policies (provided that the right to receive any payment thereunder, including upon surrender thereof, has been assigned to the Sellers pursuant to the Acquisition Agreement).

EXHIBIT A-1

FORM OF
ASSIGNMENT AND ASSUMPTION

Reference is made to the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent, and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. _____ (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, without recourse to the Assignor, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the Register pursuant to Section 11.04(c) of the Term Loan Agreement), the interests set forth below (the "**Assigned Interest**") in the Assignor's rights and obligations under the Term Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Term Loan Agreement and, to the extent of the interests assigned by this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitments, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Assignment and Assumption, (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iii) it is not an Affiliated Lender; and (b) except as set forth in clause (a) above, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Term Loan Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Assignment and Assumption, (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and become a Lender under the Term Loan Agreement and (iii) it is not an Affiliated Lender; (b) confirms that it has received a copy of the Term Loan Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers and discretion under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Term Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the Term Loan Agreement are required to be performed by it as a Lender.

4. The effective date of this Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). Following the execution of this Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Term Loan Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, in its sole discretion, be earlier than three Business Days after the date of such acceptance and recording by the Administrative Agent). This Assignment and Assumption will be delivered to the Administrative Agent together with (a) if the Assignee is a Non-U.S. Lender, the forms specified in Section 2.15(e) of the Term Loan Agreement, duly completed and executed by such Assignee; (b) if the Assignee is not already a Lender under the Term Loan Agreement, an Administrative Questionnaire, and (c) a processing and recordation fee of $3,500, if required under Section 11.04(b) of the Term Loan Agreement.

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) [to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date] [to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.]

6. From and after the Effective Date, (a) the Assignee shall be a party to the Term Loan Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

7. This Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SCHEDULE 1

to

Assignment and Assumption

Effective Date of Assignment: _____

Legal Name of Assignor: _____

Legal Name of Assignee: _____

Assignee's Address for Notices: _____

_____

Percentage Assigned of Applicable Loan/Commitment:

Loan/Commitment	Principal Amount Assigned	Percentage Assigned of applicable Loan/Commitment (set forth, to at least 15 decimals, as a percentage of the Loans and the aggregate Commitments of all Lenders thereunder)
Loan	$[_____]	[_____]%

[Signature Page Follows]

The terms set forth above are hereby agreed to:

_____
as Assignor

By: _____
Name:
Title:

_____
as Assignee

By: _____
Name:
Title:

Accepted:*

JEFFERIES FINANCE LLC,
as the Administrative Agent

By:_____
Name:
Title:

*To be completed to the extent the Administrative Agent's consent is required under Section 11.04(b) of the Term Loan Agreement.

EXHIBIT A-2

FORM OF
AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION

Reference is made to the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. _____ (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, without recourse to the Assignor, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the Register pursuant to Section 11.04(c) of the Term Loan Agreement), the interests set forth below (the "**Assigned Interest**") in the Assignor's rights and obligations under the Term Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Term Loan Agreement and, to the extent of the interests assigned by this Affiliated Lender Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement. Notwithstanding anything to the contrary in this Affiliated Lender Assignment and Assumption and the Term Loan Agreement, no Affiliated Lender shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited or (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to Borrower or its representatives.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitments, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Affiliated Lender Assignment and Assumption [,] [and] (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby [and (iii) it is an Affiliated Lender][1]; and (b) except as set forth in clause (a) above, the Assignor makes no representation or warranty and assumes no responsibility with

[1] Insert if Assignor is an Affiliated Lender

respect to any statements, warranties or representations made in or in connection with the Term Loan Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Affiliated Lender Assignment and Assumption [,] [and] (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby and become a Lender [that is subject to the terms of the Term Loan Agreement applicable to an Affiliated Lender][2] under the Term Loan Agreement and [and (iii) it is an Affiliated Lender][3]; (b) confirms that it has received a copy of the Term Loan Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Affiliated Lender Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers and discretion under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Term Loan Agreement (including, without limitation, Section 11.04(j) thereof, if applicable to it) and will perform in accordance with its terms all the obligations which by the terms of the Term Loan Agreement are required to be performed by it as [a Lender][an Affiliated Lender].

4. [The Assignee represents and warrants that after giving effect to this Affiliated Lender Assignment and Acceptance, the aggregate principal amount of all Loans (including participating interests) held by Affiliated Lenders will not exceed 20% of the aggregate principal amount of all Loans and Commitments outstanding under the Term Loan Agreement.][4]

5. The effective date of this Affiliated Lender Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). Following the execution of this Affiliated Lender Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Term Loan Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, in its sole discretion, be earlier than three Business Days after the date of such acceptance and recording by the Administrative Agent). This Affiliated Lender Assignment and Assumption will be delivered to the Administrative Agent together with (a) if the Assignee is a Non-U.S. Lender, the forms specified in Section 2.15(e) of the Term Loan Agreement, duly completed and executed by such Assignee; (b) if the Assignee is not already a Lender under the Term Loan Agreement, an Administrative Questionnaire, and (c) a processing and recordation fee of $3,500, if required under Section 11.04(b) of the Term Loan Agreement.

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[2] Insert if Assignee is an Affiliated Lender.

[3] Insert if Assignee is an Affiliated Lender.

[4] Insert if Assignee is an Affiliated Lender.

6. The Assignee hereby confirms, in accordance with Section 11.04(j) of the Term Loan Agreement, that it will comply with the requirements of such Section [and that each of the terms and the conditions set forth in Section 11.04(j) of the Term Loan Agreement has been satisfied with respect to this Affiliated Lender Assignment and Acceptance] [5].

7. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) [to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date] [to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.]

8. From and after the Effective Date, (a) the Assignee shall be a party to the Term Loan Agreement and, to the extent provided in this Affiliated Lender Assignment and Assumption, have the rights and obligations of [a Lender] [6] [an Affiliated Lender] [7] thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

9. This Affiliated Lender Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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[5] Insert if Assignee is an Affiliated Lender.

[6] Insert if Assignor is an Affiliated Lender and Assignee is not an Affiliated Lender.

[7] Insert if Assignee is an Affiliated Lender.

SCHEDULE 1

to

Affiliated Lender Assignment and Assumption

Effective Date of Assignment:_____

Legal Name of Assignor:_____

Legal Name of Assignee:_____

Assignee's Address for Notices:_____

_____

Percentage Assigned of Applicable Loan/Commitment:

Loan/Commitment	Principal Amount Assigned	Percentage Assigned of applicable Loan/Commitment (set forth, to at least 15 decimals, as a percentage of the Loans and the aggregate Commitments of all Lenders thereunder)
Loan	$[_____]	[_____]%

[Signature Page Follows]

The terms set forth above are hereby agreed to:

_____
as Assignor

By: _____
Name:
Title:

_____
as Assignee

By: _____
Name:
Title:

Accepted:*

JEFFERIES FINANCE LLC,
as the Administrative Agent

By:_____
Name:
Title:

*To be completed to the extent the Administrative Agent's consent is required under Section 11.04(b) of the Term Loan Agreement.

EXHIBIT B

FORM OF
BORROWING REQUEST

Jefferies Finance LLC,
as Administrative Agent for
the Lenders referred to below
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – [Clement Pappas]
Facsimile: (212) 284-3444

Re: [Clement Pappas] [Date]

Ladies and Gentlemen:

Reference is made to the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

Luxlas Fund Limited Partnership, as the Borrower, hereby gives you notice pursuant to Section 2.03 of the Term Loan Agreement that it requests a Borrowing under the Term Loan Agreement, and that in connection therewith sets forth below the terms on which such Borrowing is requested to be made:

1. Principal amount of Borrowing:[1] _____

2. Date of Borrowing:
   (which is a Business Day): _____

3. Type of Borrowing: [ABR Borrowing] [Eurodollar Borrowing]

4. Interest Period and the last day thereof:[2] _____

[1] See Section 2.02(a) of the Term Loan Agreement for minimum borrowing amounts.

5. Funds are requested to be disbursed to applicable Borrower's account with: _____

Account No._____

Each Borrower hereby represents and warrants that the conditions to lending specified in Article IV of the Term Loan Agreement (or, in the case of a Borrowing under Section 2.17 of the Term Loan Agreement, Section 2.17(c)(B) thereof) are satisfied as of the date hereof.

[Signature Page Follows]

[2] To be inserted if a Eurodollar Borrowing, and to be subject to the definition of "Interest Period" in the Term Loan Agreement.

LUXLAS FUND LIMITED PARTNERSHIP,
as the Borrower

By:_____
Name:
Title:

EXHIBIT C

FORM OF
COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 5.01(d) of the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (including, without limitation, Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**")), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. I am the duly elected, qualified and acting [*specify type of Financial Officer*] of [the Borrower] [Clement Pappas].

2. I have reviewed and am familiar with the contents of this Certificate.

3. I have reviewed the terms of the Term Loan Agreement and the other Loan Documents and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of Clement Pappas and its Subsidiaries and each of LuxCo, Canadian GP and Borrower during the accounting period covered by the financial statement attached hereto. Attached hereto as Attachment 1 is the financial statement for the fiscal [quarter] [year] ended [_____] (the "**Financial Statements**"). I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default [, except as set forth below].

[4. Attached hereto as Attachment 2 are the computations showing compliance with the covenants set forth in Section 6.10 of the Term Loan Agreement.][1]

[5. Attached hereto as Attachment 3 are the calculations in respect of Excess Cash Flow for the most recently ended Excess Cash Flow Period.][2]

[6. Attached hereto as Attachment 4 is an opinion of [INSERT ACCOUNTANT'S NAME]][3]

[Signature Page Follows]

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[1] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) or Section 5.01(b) of the Term Loan Agreement as required by 5.01(d).
[2] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) of the Term Loan Agreement as required by 5.01(d).
[3] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) of the Term Loan Agreement as required by 5.01(d).

IN WITNESS WHEREOF, I execute this Compliance Certificate this ____ day of _____, 20___.

[LUXLAS FUND LIMITED PARTNERSHIP / CLEMENT PAPPAS AND COMPANY, INC]

By:_____
Name:
Title: [Financial Officer]

ATTACHMENT 1

Financial Statements

The information described herein is as of [_____], and pertains to the fiscal [quarter] [year] ended [_____].

ATTACHMENT 2

[*Set forth calculation of financial covenants*]

ATTACHMENT 3

[*Set forth calculation of Excess Cash Flow for the most recently ended Excess Cash Flow Period*]

ATTACHMENT 4

[*Accountant's Opinion*]

EXHIBIT D

FORM OF
INTERCOMPANY SUBORDINATED NOTE

INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Note Number: 1 Dated: _____, 20__

FOR VALUE RECEIVED, each Guarantor (as defined in the Intercreditor Agreement) and each of its Subsidiaries (collectively, the "**Group Members**" and each, a "**Group Member**") which is a party to this intercompany subordinated demand promissory note (this " **Promissory Note**") as a Payor (as defined below) promises to pay to the order of such other Group Member that makes loans to such Group Member (each Group Member which borrows money pursuant to this Promissory Note is referred to herein as a "**Payor**" and each Group Member which makes loans and advances pursuant to this Promissory Note is referred to herein as a "**Payee**"), on demand, in lawful money of the United States of America, in immediately available funds and at the appropriate office of the Payee, the aggregate unpaid principal amount of all loans and advances heretofore and hereafter made by such Payee to such Payor and any other indebtedness now or hereafter owing by such Payor to such Payee as shown either on Schedule A attached hereto (and any continuation thereof) or in the books and records of such Payee. The failure to show any such indebtedness or any error in showing such Indebtedness shall not affect the obligations of any Payor hereunder. Unless otherwise defined herein, capitalized terms used and not defined herein shall have the meanings given to them in that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity and including its successors and assigns, the "**Administrative Agent**") and as collateral agent for the Secured Parties in such capacity and including its successors and assigns, the "**Term Loan Agent**"), Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders; *provided* that to the extent that any such capitalized term is not defined herein but is defined in the Intercreditor Agreement, the definition given in the Intercreditor Agreement shall apply.

The unpaid principal amount hereof from time to time outstanding shall bear interest at a rate equal to the rate as may be agreed upon in writing from time to time by the relevant Payor and Payee. Each Payor and any endorser of this Promissory Note hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Promissory Note has been pledged by each Payee that is a Guarantor (a) to the Collateral Agent, for the benefit of the Secured Parties as security for such Payee's Term Loan Obligations, (b) to the LuxCo Loan Agent, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's LuxCo Loan Obligations, and (c) to the Revolving Credit Secured Parties, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's Revolving Credit Obligations, in each case, subject to

the terms of the Intercreditor Agreement. Each Payor acknowledges and agrees that, upon the occurrence and during the continuation of an "Event of Default" (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement, the Collateral Agent, the LuxCo Loan Agent, the Revolving Credit Agreement and the other Secured Parties may, to the extent not prohibited by the Intercreditor Agreement and the terms of any such Indebtedness, exercise all the rights of the Payees that are Guarantors under this Promissory Note and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payor.

Each Payee agrees that any and all claims of such Payee against any Payor that is a Guarantor or any endorser of the obligations of any Payor that is a Guarantor under this Promissory Note, or against any of their respective properties, shall be subordinate and subject in right of payment to the Term Loan Obligations until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations; *provided*, that each Payor may make payments to the applicable Payee so long as no "Default" or "Event of Default" (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement shall have occurred and be continuing. Notwithstanding any right of any Payee to ask, demand, sue for, take or receive any payment from any Payor, all rights, Liens and security interests of such Payee, whether now or hereafter arising and howsoever existing, in any assets of any Payor (whether constituting part of the security interests or collateral given to any of the Agents or any Secured Party to secure payment of the Term Loan Obligations, the LuxCo Loan Obligations, the Revolving Credit Obligations or otherwise) shall be and hereby are subordinated to the rights of such Agents or any Secured Party in such assets. Except as expressly permitted by the Term Loan Agreement, the Payees shall have no right of possession of any such asset or to foreclose upon, or exercise any other remedy in respect of, any such asset, whether by judicial action or otherwise, unless and until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations.

This Promissory Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Promissory Note shall inure to the benefit of each Payee and their respective successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Document or in any other promissory note or other instrument, this Promissory Note (i) replaces and supersedes any and all promissory notes or other instruments which create or evidence any loans or advances made on or before the date hereof by any Payee to any other Group Member, and (ii) shall not be deemed replaced, superseded or in any way modified by any promissory note or other instrument entered into on or after the date hereof which purports to create or evidence any loan or advance by any Payee to any other Group Member without the prior written consent of the Shared Collateral Agent and the Revolving Credit Agent.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

The terms and provisions of this Promissory Note are severable, and if any term or provision shall be determined to be superseded, illegal, invalid or otherwise unenforceable in whole or in part pursuant to applicable Legal Requirements by a Governmental Authority having jurisdiction, such determination shall not in any manner impair or otherwise affect the validity, legality or enforceability of that term or provision in any other jurisdiction or any of the remaining terms and provisions of this Promissory Note in any jurisdiction.

From time to time after the date hereof, additional Subsidiaries of one or more Guarantors may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page to this Promissory Note (each additional Subsidiary, an "**Additional Party**"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Promissory Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Payor or Payee hereunder.

This Promissory Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Promissory Note by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Promissory Note.

[Signature Page Follows]

IN WITNESS WHEREOF, each Payor and Payee has caused this Intercompany Subordinated Demand Promissory Note to be executed and delivered by its proper and duly authorized officer as of the date set forth above.

[**PAYORS/PAYEES**], as a Payor and Payee

By:_____
Name:
Title:

SCHEDULE A

TRANSACTIONS
ON
INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Date	Name of Payor	Name of Payee	Amount of Advance This Date	Amount of Principal Paid This Date	Outstanding Principal Balance from Payor to Payee This Date	Notation Made By

ENDORSEMENT

FOR VALUE RECEIVED, each of the undersigned does hereby sell, assign and transfer to _____ all of its right, title and interest in and to the Intercompany Subordinated Demand Promissory Note, dated August 12, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Promissory Note**"), made by each Guarantor (as defined in the Promissory Note) and each of its Subsidiaries or any other person that becomes a party thereto, and payable to the undersigned. This endorsement is intended to be attached to the Promissory Note and, when so attached, shall constitute an endorsement thereof.

The initial undersigned shall be the Group Members (as defined in the Promissory Note) that are Guarantors on the date of the Promissory Note. From time to time after the date thereof, additional Subsidiaries of the Group Members shall become parties to the Promissory Note (each, an "**Additional Payee**") and, if such Subsidiaries are or will become Guarantors, a signatory to this endorsement by executing a counterpart signature page to the Promissory Note and to this endorsement. Upon delivery of such counterpart signature page to the Payors, notice of which is hereby waived by the other Payees, each Additional Payee shall be a Payee and shall be as fully a Payee under the Promissory Note and a signatory to this endorsement as if such Additional Payee were an original Payee under the Promissory Note and an original signatory hereof. Each Payee expressly agrees that its obligations arising under the Promissory Note and hereunder shall not be affected or diminished by the addition or release of any other Payee under the Promissory Note or hereunder. This endorsement shall be fully effective as to any Payee that is or becomes a signatory hereto regardless of whether any other person becomes or fails to become or ceases to be a Payee under the Promissory Note or hereunder.

Dated: _____

[**PAYEES**]

By:_____
Name:
Title:

EXHIBIT E

FORM OF
INTEREST ELECTION REQUEST

[Date]

Jefferies Finance LLC,
as Administrative Agent for
the Lenders Referred to below
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Telecopy: (212) 284-3444

Re: [Clement Pappas]

Ladies and Gentlemen:

Pursuant to Section 2.08 of that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other term used but not defined herein having the meaning given to each such term in the Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders, Luxlas Fund Limited Partnership, as the Borrower, hereby gives the Administrative Agent notice that the Borrower hereby requests:

[***Option A - Conversion of Eurodollar Borrowings to ABR Borrowings:*** to convert $_____ in principal amount of presently outstanding Eurodollar Borrowings with a final Interest Payment Date of _____ ____, _____ to ABR Borrowings on _____ ____, ____ (which is a Business Day).]

[***Option B - Conversion of ABR Borrowings to Eurodollar Borrowings:*** to convert $_____ in principal amount of presently outstanding ABR Borrowings to Eurodollar Borrowings on _____ ____, _____ (which is a Business Day). The Interest Period for such Eurodollar Borrowings is _____ month[s].]

[***Option C - Continuation of Eurodollar Borrowings as Eurodollar Borrowings:*** to continue as Eurodollar Borrowings $_____ in presently outstanding Eurodollar Borrowings with a final Interest Payment Date of _____ ____, _____ (which is a Business Day). The Interest Period for such Eurodollar Borrowings is _____ month[s].]

[*Signature page follows*]

Very truly yours,

LUXLAS FUND LIMITED PARTNERSHIP

By:_____
Name:
Title:

EXHIBIT F

FORM OF
LANDLORD ACCESS AGREEMENT

THIS LANDLORD ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of [_____], 2011, by and among [_____] (the "**Landlord**"), Jefferies Finance LLC, as the Term Loan Agent for the benefit of the secured parties party to the Term Loan Agreement (as such terms are hereinafter defined), Jefferies Finance LLC, as the LuxCo Loan Agent for the benefit of the secured parties party to the LuxCo Loan Agreement (as such terms are hereinafter defined), and BMO Harris Bank N.A., as the Revolving Loan Agent for the benefit of the lenders party to the Revolving Loan Agreement (as such terms are hereinafter defined).

R E C I T A L S :

1. The Landlord is the record title holder and fee owner of the real property described in Schedule A attached hereto (the "**Real Property**").

2. The Landlord has leased all or a portion of the Real Property (the "**Leased Premises**") to [_____] (the "**Tenant**") pursuant to a certain lease agreement or agreements described in Schedule B attached hereto (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lease**").

3. Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Term Loan Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg ("**LuxCo**"), 7925271 Canada inc., a corporation organized under the laws of Canada, the guarantors party thereto, the lenders party thereto, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the lenders party thereto and as collateral agent for the secured parties party thereto (in such capacity, the "**Term Loan Agent**") and as documentation agent for the lenders party thereto, and Bank of Montreal, as syndication agent, have entered into that certain Term Loan Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), pursuant to which the lenders party thereto have agreed to make certain loans to the Term Loan Borrower (collectively, the "**Term Loans**").

4. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**LuxCo Loan Borrower**"), LuxCo, the guarantors party thereto and Jefferies Finance LLC, as collateral agent for the secured parties party thereto (in such capacity, the "**LuxCo Loan Agent**"), have entered into that certain LuxCo Loan Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), pursuant to which LuxCo has agreed to make certain loans to the LuxCo Loan Borrower (collectively, the "**LuxCo Loans**").

5. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**Revolving Loan Borrower**"), the guarantors party thereto, the lenders party thereto, and BMO Harris Bank N.A., as administrative agent for the lenders party thereto (in such capacity, the "**Revolving Loan Agent**"), have entered into that certain Credit Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Revolving Loan Agreement**"), pursuant to

which the lenders party thereto have agreed to make certain loans and other credit extensions to the Revolving Loan Borrower (collectively, the "**Revolving Credit Extensions**").

6. The Tenant (a) is an affiliate of the Term Loan Borrower, (b) is a subsidiary of each of the LuxCo Loan Borrower and the Revolving Loan Borrower and (c) has (i) pursuant to the Term Loan Agreement, guaranteed the obligations of the Term Loan Borrower under the Term Loan Agreement and the other Loan Documents (as defined in the Term Loan Agreement; herein, the "**Term Loan Documents**"), (ii) pursuant to the LuxCo Loan Agreement, guaranteed the obligations of the LuxCo Loan Borrower under the LuxCo Loan Agreement and the other Loan Documents (as defined in the LuxCo Loan Agreement; herein, the "**LuxCo Loan Documents**"), and (iii) pursuant to the Revolving Loan Agreement, guaranteed the obligations of the Revolving Loan Borrower under the Revolving Loan Agreement and the other Loan Documents (as defined in the Revolving Loan Agreement; herein, the "**Revolving Loan Documents**").[1]

7. The Term Loan Borrower, the LuxCo Loan Borrower and the Revolving Loan Borrower shall each be referred to herein as a "**Borrower**" and collectively as the "**Borrowers**". The Term Loan Agent, the LuxCo Loan Agent and the Revolving Loan Agent shall each be referred to herein as an "**Agent**" and collectively as the "**Agents**". The secured parties party to the Term Loan Agreement, the secured parties party to the LuxCo Loan Agreement and the lenders party to the Revolving Loan Agreement shall be referred to herein individually and collectively, as applicable, as the "**Beneficiaries**". The Term Loan Agreement, the LuxCo Loan Agreement and the Revolving Loan Agreement shall each be referred to herein as a "**Loan Agreement**" and collectively as the "**Loan Agreements**". The Term Loan Documents, the LuxCo Loan Documents and the Revolving Loan Documents shall be referred to herein individually and collectively, as applicable, as the "**Loan Documents**". The Term Loans, the LuxCo Loans and the Revolving Credit Extensions shall be referred to herein individually and collectively, as applicable, as the "**Loans**".

8. As security for the payment and performance of the Tenant's obligations under the Loan Agreements and the Loan Documents, the Agents have or will acquire security interests in and liens upon, among other things, all of the Tenant's personal property, inventory, accounts, goods, machinery, equipment, furniture and fixtures (together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, collectively, the "**Personal Property**") for the benefit of the Beneficiaries.

9. The Agents have entered into that certain Intercreditor Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Intercreditor Agreement**"), pursuant to which the Agents have set forth their agreement as to certain of their respective rights and obligations with respect to, among other things, the Personal Property and their understanding relative to their respective positions in such Personal Property.

10. The Agents have requested that the Landlord execute this Agreement as a condition precedent to the making of the Loans under the Loan Agreements.

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[1] [N.B., the tenant under the Carneys Point, NJ lease is not a subsidiary or affiliate but rather the LuxCo Loan Borrower / Revolving Loan Borrower (Clement Pappas and Company, Inc.).]

A G R E E M E N T :

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby represents, warrants and agrees in favor of the Agents, as follows:

1. The Landlord certifies that (i) the Landlord is the landlord under the Lease described in Schedule B attached hereto, (ii) the Lease is in full force and effect and has not been amended, modified or supplemented except as set forth in Schedule B hereto and (iii) to Landlord's knowledge, the Lease is not in default, nor are there in existence any facts which with notice or passage of time or both would constitute a default or a breach of the terms or conditions of the Lease.

2. The Landlord agrees that (i) it will provide the Agents (via overnight mail at the Tenant's cost and expense) with written notice of any default by the Tenant under the Lease (a "**Default Notice**") at the same time as it sends such notice to the Tenant, (ii) the Lease shall not terminate until the Agents have had at least 30 days following receipt of such Default Notice for any Agent to cure such default, and (iii) the Agents shall not be under any obligation to cure any default by the Tenant under the Lease. No action by any Agent pursuant to this Agreement shall be deemed to be an assumption by such Agent of any obligation under the Lease, and, except as provided in Sections 3, 5 and 6 below, no Agent shall have any obligation to the Landlord.

3. The Landlord agrees that the Personal Property is and will remain personal property and not fixtures even though it may be affixed to or placed on the Leased Premises. The Landlord further agrees that each Agent has the right to remove the Personal Property from the Leased Premises at any time in accordance with the terms of the applicable Loan Documents and the Intercreditor Agreement; *provided* that such Agent shall repair any damage (ordinary wear and tear excluded) arising from such removal at the Tenant's expense. The Landlord further agrees that it will not hinder any Agent's actions in removing the Personal Property from the Leased Premises or such Agent's actions in otherwise enforcing its security interest in the Personal Property. No Agent shall be liable for any diminution in value of the Leased Premises caused by the absence of Personal Property actually removed or by the need to replace the Personal Property after such removal. The Landlord acknowledges that the Agents shall have no obligation to remove the Personal Property from the Leased Premises.

4. The Landlord acknowledges and agrees that the Tenant's granting of security interests in the Personal Property in favor of the Agents (for the benefit of the applicable Beneficiaries) shall not constitute a default under the Lease nor permit the Landlord to terminate the Lease or re-enter or repossess the Leased Premises or otherwise be the basis for the exercise of any remedy by the Landlord, and the Landlord hereby expressly consents to the granting of such security interests and agrees that such security interests shall be superior to any lien of the Landlord (statutory or otherwise) in the Personal Property.

5. Upon a termination of the Lease, the Landlord will permit the Agents and their representatives and invitees to occupy and remain on the Leased Premises; *provided* that (a) such period of occupation (the "**Disposition Period**") shall not exceed 180 days following receipt by the Agents of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 60 days following the Agents' receipt of written notice of such expiration, (b) for the actual period of occupancy by one or more Agents, each such Agent will be jointly and severally liable to pay to the Landlord (on behalf of itself and the other such Agents) the basic rent due under the Lease pro rated on a per diem basis determined on a 30-day month, and each Agent occupying the Leased Premises shall provide and retain liability and property insurance coverage, and each such Agent will be jointly and severally liable to cause to be provided to the Leased Premises (on behalf of itself and the other such Agents) electricity and

heat to the extent required by the Lease and (c) such amounts paid by any Agent to the Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Tenant remains liable under the Lease for default, holdover status or other similar charges. If any injunction or stay is issued that prohibits the Agents from removing the Personal Property, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed.

6. During any Disposition Period, (a) each Agent and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Personal Property, and each Agent may advertise and conduct public auctions or private sales of the Personal Property at the Leased Premises, in each case without interference by the Landlord or liability of such Agent, the applicable Beneficiaries or the lenders under the applicable Loan Agreement to the Landlord and (b) the Agents occupying the Leased Premises shall make the Leased Premises available for inspection by the Landlord and prospective tenants and shall cooperate in the Landlord's reasonable efforts to re-lease the Leased Premises. If any Agent conducts a public auction or private sale of the Personal Property at the Leased Premises, such Agent shall use reasonable efforts to notify the Landlord first and to hold such auction or sale in a manner which would not unduly disrupt the Landlord's or any other tenant's use of the Leased Premises.

7. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Landlord (including, without limitation, any successor owner of the Real Property) and the Agents. Landlord will disclose the terms and conditions of this Agreement to any purchaser or successor to Landlord's interest in the Leased Premises.

8. All notices to any party hereto shall be in writing and sent to such party at its respective address (or at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 8) by certified mail, postage prepaid, return receipt requested or by overnight delivery service, as follows:

If to Landlord:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Term Loan Agent or to LuxCo Loan Agent:

Jefferies Finance LLC
520 Madison Avenue
New York, New York 10022
Attention: Account Manager – Clement Pappas
Telephone: (212) 708-2346
Facsimile: (212) 284-3444

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Revolving Loan Agent:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Telephone: (312) 461-2116
Facsimile: (312) 765-1641

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

9. Prior to exercising any of its rights hereunder with respect to the Real Property or the Personal Property, each Agent shall provide prior, written notice of such proposed exercise to the other Agents in accordance with Section 8 above.

10. The provisions of this Agreement shall continue in effect until the Landlord shall have received a written certification from each Agent that the applicable Loans have been paid in full and all of the applicable Borrower's other obligations under the applicable Loan Agreement and each of the other applicable Loan Documents have been satisfied (exclusive of indemnification obligations which survive the termination of the applicable Loan Documents).

11. Notwithstanding anything herein to the contrary, each Agent acknowledges and agrees that the exercise of its rights and remedies pursuant to this Agreement is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

12. THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single agreement.

14. The Landlord agrees to execute, acknowledge and deliver such further instruments as any Agent may request to allow for the proper recording of this Agreement (including, without limitation, a revised landlord access agreement in form and substance sufficient for recording) or to otherwise accomplish the purposes of this Agreement.

IN WITNESS WHEREOF, the Landlord and the Agents have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

[_____], as Landlord

By: _____
Name:
Title:

JEFFERIES FINANCE LLC, as Term Loan Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC, as LuxCo Loan Agent

By: _____
Name:
Title:

BMO HARRIS BANK N.A., as Revolving Loan Agent

By: _____
Name:
Title:

Schedule A

Description of Real Property

Schedule B

Description of Lease

Landlord	Tenant	Dated	Modification	Location/ Property Address

EXHIBIT G

FORM OF
SUBORDINATION AGREEMENT

(provided separately)

SUBORDINATION AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is entered into as of August __, 2011, by and among Luxlas Fund Limited Partnership ("Quebec LP"), a limited partnership organized under the laws of the province of Quebec, and Lassonde Luxembourg ("LuxCo"), a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with a share capital of USD 2,109,090.-, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register (collectively, the "Subordinated Creditors" and individually, each a "Subordinated Creditor"), and JEFFERIES FINANCE LLC, as administrative agent for the Senior Creditors (as defined below) (in such capacity, the "Senior Creditor Agent"), and acknowledged and agreed to by each Loan Party (as defined below). Capitalized terms used and not defined herein have the meanings given to them in the Term Loan Agreement.

RECITALS

Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Quebec LP, as borrower, each other Loan Party, the lenders from time to time party thereto (such institutions and entities, collectively, the "Senior Lenders" and individually each a "Senior Lender") and the Senior Creditor Agent have entered into that certain Term Loan Agreement dated as of the date hereof (as the same may be amended, supplemented, restated, increased, extended, Refinanced or otherwise modified from time to time, subject to the terms hereof, the "Term Loan Agreement"), pursuant to which, among other things, the Senior Lenders have agreed, upon the terms and subject to the conditions set forth in the Term Loan Agreement, to make certain loans to Quebec LP in an initial aggregate principal amount of $230,000,000.

All of the Senior Creditor Obligations owing by the Loan Parties to the Senior Lenders and the other Senior Creditors under the Senior Creditor Documents (i) are secured by liens and hypothecs on and security interests in substantially all of the now existing and hereafter acquired real and personal (immovable and movable) property of Quebec LP (the "Quebec LP Collateral") and (ii) are guaranteed by each Loan Party (other than Quebec LP), which guaranties are secured by liens and hypothecs on and security interests in substantially all of the now existing and hereafter acquired real and personal (immovable and movable) property and/or equity interests of such guarantors (the "Guarantor Collateral" and, together with the Quebec LP Collateral, collectively, the "Collateral").

Quebec LP, as lender and as a Subordinated Creditor, and LuxCo, as borrower and as a Loan Party, have entered into that certain Convertible Loan Agreement dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time as permitted hereunder, the "Convertible Loan Agreement") pursuant to which Quebec LP has agreed, upon the terms and subject to the conditions set forth in the Convertible Loan Agreement, to make certain loans to LuxCo in the initial aggregate principal amount of $227,700,000. None of the Subordinated Debt (as defined below) under the Convertible Loan Agreement is guaranteed by any Loan Party or any other Person.

Holdings, MergerSub, as borrower, each other CP Guarantor (as defined below) and LuxCo as lender and as a Subordinated Creditor, have entered into that certain LuxCo Loan Agreement dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time as permitted hereunder, the "LuxCo Loan Agreement") pursuant to which LuxCo has agreed, upon the terms and subject to the conditions set forth in the LuxCo Loan Agreement, to make certain loans to MergerSub (which will be merged with and into the Target on the Closing Date) in the initial aggregate principal amount of $230,000,000.

All of the Subordinated Debt owing by each CP Guarantor under the LuxCo Loan Documents (i) is secured by liens on and security interests in substantially all of the now existing and hereafter acquired real and personal property of MergerSub (the "MergerSub Collateral") and (ii) are guaranteed by each Loan Party (other than MergerSub) party thereto, which guaranties are secured by liens on and security interests in substantially all of the now existing and hereafter acquired real and personal property and equity interests of such guarantors (the "LuxCo Guarantor Collateral" and, together with the MergerSub Collateral, collectively, the "Subordinated Collateral").

As an inducement to and as one of the conditions precedent to the agreement of the Senior Creditor Agent and the other Senior Creditors to consummate the transactions contemplated by the Senior Creditor Documents, the Senior Creditor Agent and the Senior Creditors have required the execution and delivery of this Agreement by the Subordinated Creditors and each Loan Party in order, among other things, to set forth the relative rights and priorities of the Senior Creditors and the Subordinated Creditors under the Senior Creditor Documents and the Subordinated Debt Documents.

In order to induce the Senior Creditors to consummate the transactions contemplated by the Senior Creditor Documents, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions and Interpretation.

(a) Definitions. The following terms shall have the following meanings in this Agreement:

"Adverse Tax Event" means the Senior Creditor Agent at any time notifying each Subordinated Creditor in writing that the Senior Creditor Agent has reasonably determined that withholding tax shall be payable in the United States, Canada or Luxembourg or any political subdivision thereof on payments under the LuxCo Loan Documents or the Convertible Loan Documents, on the merger, amalgamation or consolidation of LuxCo with or into Borrower or on payments made by any Loan Party to any other Loan Party or to any Secured Creditors.

"Agreement" is defined in the first paragraph of this Agreement.

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

"Canadian GP" means 7925271 Canada inc., a corporation organized under the laws of Canada.

"Collateral" is defined in the second recital to this Agreement.

"CP Guarantor" means Holdings and each Loan Party that is a Subsidiary of Holdings.

"Convertible Loan Agreement" is defined in the third recital to this Agreement.

"Convertible Loan Documents" means the Convertible Loan Agreement and all guaranties, promissory notes, material consents and other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented, restated, increased, extended, Refinanced or otherwise modified from time to time.

"Distribution" means, with respect to any Indebtedness, ownership interest or other obligation, (a) any direct or indirect payment or distribution by any Person of cash, securities or

other property, by set-off or otherwise, on account of such Indebtedness, ownership interest or other obligation, (b) any direct or indirect redemption, retirement, purchase or other acquisition of such Indebtedness, ownership interest or other obligation by any Person and any prepayment premium or fee with respect to any of the foregoing or (c) the direct or indirect granting of any lien, security interest or sinking fund to or for the benefit of the holders of such Indebtedness, ownership interest or obligation in or upon any property of any Person (other than the Subordinated Collateral).

"Enforcement Action" means any action to enforce or attempt to enforce any right or remedy available to the Subordinated Creditors with respect to the Subordinated Debt, any applicable law, or otherwise, including, without limitation, (a) to take from or for the account of any Loan Party or any other guarantor of the Subordinated Debt, by set-off or in any other manner, the whole or any part of any moneys that may now or hereafter be owing by any Loan Party or any such guarantor with respect to the Subordinated Debt, (b) to sue for payment of, or to initiate or participate with others in any suit, action or proceeding against any Loan Party or any such guarantor to (i) enforce payment of or to collect the whole or any part of the Subordinated Debt or (ii) commence judicial enforcement of any of the rights and remedies under the Subordinated Debt Documents or applicable law with respect to the Subordinated Debt, (c) to declare or join in the declaration of the Subordinated Debt to be due and payable or to otherwise to accelerate the maturity of the principal or any other portion of the Subordinated Debt, (d) to exercise any put option or to cause any Loan Party or any such guarantor to honor any redemption or mandatory prepayment obligation under any Subordinated Debt Document or (e) take any administrative, legal or equitable action under the provisions of any state or federal law, including, without limitation, the UCC, CCQ, the Securities Transfer Act (Quebec), the PPSA or any other applicable Legal Requirement, or under any contract or agreement, to commence involuntary insolvency Proceedings against, or to enforce, foreclose upon, take possession of or sell any property or assets of, any Loan Party or any such guarantor.

"Guarantor Collateral" is defined in the second recital to this Agreement.

"Hedge Agreement" means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement.

"Holdings" is defined in the first recital of this Agreement.

"Loan Party" means Holdings, LuxCo, Quebec LP, Canadian GP or any other Subsidiary of Holdings that is or becomes a party to a Senior Creditor Document.

"LuxCo" is defined in the first paragraph to this Agreement.

"LuxCo Guarantor Collateral" is defined in the fifth recital to this Agreement.

"LuxCo Loan Agreement" is defined in the fourth recital to this Agreement.

"LuxCo Loan Documents" means the LuxCo Loan Agreement and all security agreements, mortgages, guaranties, promissory notes, material consents and other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented, restated, increased, extended, Refinanced or otherwise modified from time to time.

"MergerSub Collateral" is defined in the fifth recital to this Agreement.

"Paid-In-Full," "Payment-In-Full" or "Pay-in-Full" means, with respect to all of the Senior Creditor Obligations, that (a) all commitments to extend credit in respect of the Senior Creditor Obligations have been permanently terminated, (b) all loans and all other Senior Creditor Obligations (including, without limitation, obligations arising under any Senior Creditor Hedge Agreement) have been paid in full in cash and (c) all Senior Creditor Hedge Agreements have been terminated and no Hedging Obligations thereunder shall be outstanding. If after receipt of any payment of the Term Loan Obligations, the Senior Creditor Agent or any other Senior Creditor is required to surrender or return such payment or proceeds to any person for any reason, then the Term Loan Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by the Senior Creditor Agent or any such Senior Creditor, as the case may be, and no Payment-In-Full shall be deemed to have occurred.

"Permitted Subordinated Debt Payments" means any payment or Distribution in respect of the Subordinated Debt which consists solely of (a) payments of regularly scheduled payments of cash pay interest on the Subordinated Debt due and payable on a non-accelerated basis in accordance with the terms of the Subordinated Debt Documents, (b) payments of cash pay default interest in accordance with the Subordinated Debt Documents, (c) payments in cash of principal to the lenders thereunder in accordance with the Subordinated Debt Documents, (d) payments of fees and reasonable out-of-pocket expenses that are payable according to the terms of the Subordinated Debt Documents, in each case as such documents are in effect on the date hereof or as modified in accordance with the terms of this Agreement, or (e) additional loans made in accordance with the Subordinated Debt Documents to the borrower thereunder by each Subordinated Creditor that is a lender thereunder (or, to the extent permitted by the Term Loan Agreement, additional equity contributions made to LuxCo) by concurrently applying, directly or indirectly, the proceeds of additional loans made under the Term Loan Agreement; *provided* that all such payments made under clauses (a) through (d) shall only constitute "Permitted Subordinated Debt Payments" to the extent that (x) such payments are Specified LuxCo Obligations or Specified Quebec LP Obligations or (y) the proceeds of such payments are concurrently applied, directly or indirectly, to the payment of Term Loan Obligations.

"Proceeding" means a Luxembourg Insolvency Proceeding or any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

"Quebec LP" is defined in the first paragraph to this Agreement.

"Quebec LP Collateral" is defined in the second recital to this Agreement.

"Refinance" means, in respect of any Indebtedness, to refinance, extend, renew, restructure (including by the amendment and restatement of any instrument or agreement

evidencing such Indebtedness) or replace or to issue other Indebtedness in exchange or replacement for, such Indebtedness, in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Term Loan Documents" means any financing documentation that replaces the Term Loan Agreement and the other Term Loan Documents and pursuant to which the Senior Creditor Obligations under the Term Loan Documents are Refinanced, as such financing documentation may be amended, supplemented, restated, increased, Refinanced or otherwise modified from time to time.

"Reorganization Subordinated Securities" means any unsecured debt or equity securities of any Loan Party or any other Person that are distributed to the Subordinated Creditors in respect of the Subordinated Debt pursuant to a confirmed plan of reorganization or adjustment and that (a) are subordinated in right of payment to the Senior Creditor Obligations (or any debt or equity securities issued in substitution of all or any portion of the Senior Creditor Obligations) to at least the same extent as the Subordinated Debt is subordinated to the Senior Creditor Obligations, (b) do not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the Senior Creditor Obligations has at least the same benefit of the obligation of such Person and (c) do not have any terms and are not subject to or entitled to the benefit of any agreement or instrument that has terms (including terms governing payment, dividend or distribution rights (other than the issuance of additional Reorganization Subordinated Securities)), that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the Senior Creditor Obligations or are more favorable to the Subordinated Creditors than the terms of the Senior Creditor Obligations are to the Senior Creditors.

"Senior Creditor" means (a) the Senior Creditor Agent, (b) each Senior Lender, and (c) any counterparty to Clement Pappas pursuant to a Senior Creditor Hedge Agreement that at the time such Senior Creditor Hedge Agreement was entered into was a Senior Lender or an Affiliate of a Senior Lender (other than a Senior Lender that is (or an Affiliate of which is) a lender under the Revolving Credit Agreement), and (d) the beneficiaries of each indemnification or reimbursement obligation undertaken by any Loan Party under any Term Loan Document, and includes, in the case of each of the foregoing, each of the successors, transferees and assigns of any of the foregoing.

"Senior Creditor Agent" is defined in the first paragraph to this Agreement and includes any successor or replacement administrative agent or collateral agent appointed pursuant to the Senior Creditor Documents.

"Senior Creditor Obligations" means the unpaid principal of and interest on (including interest accruing after the maturity of the loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed or allowable, in whole or in part, in such proceeding) the loans and all other obligations and liabilities of any Loan Party to the Senior Creditor Agent or to any Senior Creditor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, that may arise under, out of, or in connection with, the Term Loan Agreement, any Senior Hedging Document any other Term Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Senior Creditor Agent or to any Senior Lender that are required to be paid by any Loan Party pursuant to any Term Loan Document) or

otherwise. For purposes of this definition, Senior Creditor Obligations under the Term Loan Documents shall be considered to be outstanding whenever any loan commitment under the Term Loan Documents is outstanding or otherwise in effect and has not been terminated, whether or not any sums are outstanding in respect of such commitment.

"Senior Default means any "Default" and written notice from the Senior Creditor Agent or "Event of Default" under the Term Loan Documents.

"Senior Creditor Hedge Agreement" means any Hedge Agreement entered into by any Obligor under which the counterparty to such agreement is (or at the time such Hedge Agreement was entered into, was) the Senior Creditor Agent, a Senior Lender or an Affiliate of the Senior Creditor Agent or a Senior Lender.

"Senior Hedging Documents" means all documents, instruments and agreements evidencing obligations arising under any Senior Creditor Hedge Agreement.

"Senior Lenders" is defined in the first recital to this Agreement and includes their respective successors and assigns.

"Specified LuxCo Obligations" means, collectively, (x) any interest payments to LuxCo to the extent attributable to the incremental difference between the margin or spread payable under the LuxCo Loan Agreement compared to the Term Loan Agreement and (y) any indemnity obligation, expense reimbursement or other payment (not constituting principal, fees or interest) that is required to be made under the LuxCo Loan Documents, to the extent that such payment does not correspond to an equivalent indemnity obligation, expense reimbursement or other payment that LuxCo is required to make to any Senior Creditor under the Term Loan Documents (whether contingently under a guarantee or otherwise).

"Specified Quebec LP Obligations" means, collectively, any indemnity obligation, expense reimbursement or other payment (not constituting principal, fees or interest) that is required to be made under the Convertible Loan Documents, to the extent that such payment does not correspond to an equivalent indemnity obligation, expense reimbursement or other payment that Quebec LP is required to make to any Senior Creditor under the Term Loan Documents (whether contingently under a guarantee or otherwise).

"Subordinated Collateral" is defined in the fifth recital to this Agreement.

"Subordinated Creditors" is defined in the first paragraph to this Agreement and includes their respective successors and assigns.

"Subordinated Debt" means all of the Indebtedness and other obligations (including all interest that is payable in kind) of any Loan Party and any other guarantor to the Subordinated Creditors evidenced by or incurred pursuant to the Subordinated Debt Documents.

"Subordinated Debt Documents" means the Convertible Loan Documents and the LuxCo Loan Documents.

"Term Loan Agreement" is defined in the first recital to this Agreement.

"Term Loan Documents" means (a) prior to consummation of any Refinancing, the Term Loan Agreement and all security agreements, hypothecs, mortgages, guaranties, pledge

agreements, promissory notes, debentures, incremental term loan assumption agreements, material consents, fee letters and other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented, restated, increased, extended, Refinanced or otherwise modified from time to time, (b) on and after the consummation of any Refinancing, the Refinancing Term Loan Documents, and (c) at any time, each Senior Hedging Document.

(b) Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified, subject to any restriction on modifying such agreement, document or instrument as set forth in this Agreement, (ii) any reference herein (A) to any Person shall be construed to include such Person's successors and assigns and (B) to any Loan Party shall be construed to include such Loan Party or such Loan Party as debtor and debtor-in-possession and any receiver or trustee for any Loan Party, as the case may be, in any Proceeding, (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Sections shall be construed to refer to Sections of this Agreement and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(c) Relationship Between Subordination Agreement and Intercreditor Agreement. The rights and obligations of the parties hereto with respect to the Collateral and the Subordinated Collateral and with respect to the Subordinated Debt under the LuxCo Loan Documents shall be subject to both this Agreement and the Intercreditor Agreement. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Intercreditor Agreement, the Senior Creditor Agent shall determine in its sole discretion which such provision shall control and govern; *provided* that nothing in this clause (c) shall be construed as impacting the rights or obligations of the Revolving Credit Agent or the Revolving Credit Secured Parties under the Intercreditor Agreement with respect to the Revolving Credit Obligations (each such term in this proviso, as defined in the Intercreditor Agreement).

Section 2. Subordination.

(a) Subordination of Subordinated Debt to Senior Creditor Obligations. Each Loan Party covenants and agrees, and each Subordinated Creditor by its acceptance of the Subordinated Debt Documents (whether upon original issue or upon transfer or assignment) likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Debt Documents, that the payment of any and all of the Subordinated Debt shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior Payment-In-Full of all Senior Creditor Obligations. Each Senior Creditor and any other holder of any Senior Creditor Obligations, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired such Senior Creditor Obligations in reliance upon the provisions contained in this Agreement.

(b) Liquidation, Dissolution, Bankruptcy. In the event of any Proceeding involving any Loan Party:

(i) All Senior Creditor Obligations shall first be Paid-In-Full before any Distribution, whether in cash, securities or other property, shall be made to the Subordinated Creditors on account of any Subordinated Debt (other than a distribution of Reorganization Subordinated Securities if the Subordinated Creditors and the Senior Creditor Agent shall have entered into such supplements to or modifications to this Agreement as the Senior Creditor Agent may request to reflect the continued subordination of the Reorganization Subordinated Securities to the Senior Creditor Obligations (or notes or other securities issued in substitution of all or a portion thereof) to the same extent as provided herein).

(ii) Any Distribution, whether in cash, securities or other property that would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Debt (other than a distribution of Reorganization Subordinated Securities if the Subordinated Creditors and the Senior Creditor Agent shall have entered into such supplements to or modifications to this Agreement as the Senior Creditor Agent may request to reflect the continued subordination of the Reorganization Subordinated Securities to the Senior Creditor Obligations (or notes or other securities issued in substitution of all or a portion thereof) to the same extent as provided herein) shall be paid or delivered directly to the Senior Creditor Agent (to be held and/or applied by the Senior Creditor Agent in accordance with the terms of the Senior Creditor Documents) until all of the Senior Creditor Obligations have been Paid-In-Full. Each Subordinated Creditor irrevocably authorizes, empowers and directs any debtor, debtor-in-possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to the Senior Creditor Agent. Each Subordinated Creditor also irrevocably authorizes and empowers the Senior Creditor Agent, in the name of such Subordinated Creditor, to demand, sue for, collect and receive any and all such Distributions.

(iii) Each Subordinated Creditor agrees not to initiate, prosecute or participate in any claim, action or other proceeding challenging the enforceability, validity, perfection or priority of the Senior Creditor Obligations, the Senior Creditor Documents, or any liens, hypothecs and security interests or guaranties securing any of the Senior Creditor Obligations.

(iv) Each Subordinated Creditor agrees to execute, verify, deliver and file proofs of claim in respect of the Subordinated Debt in connection with any such Proceeding and hereby irrevocably authorizes, empowers and appoints the Senior Creditor Agent its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim upon the failure of such Subordinated Creditor promptly to do so prior to 20 days before the expiration of the time to file any such proof of claim (if such Subordinated Creditor has failed to file such proof of claim prior to such date) and (ii) vote such claim in any such Proceeding upon the failure of such Subordinated Creditor to do so prior to 15 days before the expiration of the time to vote any such claim (provided that, in any event, such Subordinated Creditor may thereafter vote such claim (or change or amend the Senior Creditor Agent's vote)); *provided*, that the Senior Creditor Agent shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim.

(v) The Senior Creditor Obligations shall continue to be treated as Senior Creditor Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditors and Subordinated Creditors even if all or part of the Senior Creditor Obligations or the security interests or liens securing the Senior Creditor Obligations are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Proceeding, and this Agreement shall be reinstated if at any time any payment of any of the Senior Creditor Obligations is rescinded or must otherwise be returned by any holder of Senior Creditor Obligations or any representative of such holder, all as though such payment had not been made.

(vi) If any Loan Party is subject to any Proceeding and the Senior Creditor Agent desires to permit (A) the use of Cash Collateral (as defined in Section 363(a) of the Bankruptcy Code or the equivalent provision of any other Insolvency Laws or other applicable law) on which the Senior Creditor Agent or any other creditor of any Loan Party has a lien or (B) any Loan Party to obtain financing (including on a priming basis), whether from any Senior Creditor or any other third party under Section 362, 363 or 364 of the Bankruptcy Code or the equivalent provision of any other Insolvency Laws or other applicable law (each a "Post-Petition Financing"), then each Subordinated Creditor agrees that it shall not oppose or raise any objection to or contest (or join with or support any third party opposing, objecting to or contesting), such use of Cash Collateral or Post-Petition Financing.

(vii) Each Subordinated Creditor agrees that it shall not oppose, object to or contest (or join with or support any third party opposing, objecting to or contesting) (x) any request by the Senior Creditor Agent or any other Senior Creditor for adequate protection in any Proceeding (or any granting of such request) involving any Loan Party, or (y) any objection by the Senior Creditor Agent or any other Senior Creditor to any motion, relief, action or proceeding based on the Senior Creditor Agent or such other Senior Creditor claiming a lack of adequate protection in any Proceeding involving any Loan Party.

(viii) No Subordinated Creditor shall oppose or seek to challenge any claim by any Senior Creditor for allowance in any Proceeding of Senior Creditor Obligations consisting of post-petition interest, fees or expenses.

(ix) Each Subordinated Creditor waives any claim it may now or hereafter have arising out of any Senior Creditor's election in any Proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code or the equivalent provision of any other Insolvency Laws or other applicable law.

(c) Subordinated Debt Payment Restrictions.

(i) Notwithstanding the terms of the Subordinated Debt Documents, each Loan Party hereby agrees that it may not make, and each Subordinated Creditor hereby agrees that it will not accept, any Distribution with respect to the Subordinated Debt until the Senior Creditor Obligations are Paid-In-Full, other than Permitted Subordinated Debt Payments subject, with respect to any payment made while a Proceeding is pending in respect of any Loan Party, to the terms of Section 2(b) of this Agreement; *provided*, that each Loan Party and each Subordinated Creditor further agrees that no Permitted Subordinated Debt Payment may be made by any Loan Party or accepted by such Subordinated Creditor if, at the time of such payment a Senior Default or Adverse Tax Event exists and has not been cured or waived in writing by the "Required Lenders" (as defined in the Term Loan Agreement).

(ii) No Senior Default or Adverse Tax Event shall be deemed to have been waived or cured for purposes of this Section 2(c) unless and until the Loan Parties shall have received a written confirmation thereof from the Senior Creditor Agent.

(d) Subordinated Debt Standstill Provisions.

(i) Until the Senior Creditor Obligations are Paid-In-Full, no Subordinated Creditor shall take any Enforcement Action with respect to the Subordinated Debt without the prior written consent of the Senior Creditor Agent.

Each Subordinated Creditor will promptly provide the Senior Creditor Agent with a copy of any proof of claim filed by such Subordinated Creditor. No Subordinated Creditor shall propose any plan of partial or complete liquidation, reorganization, arrangement, composition or extension (a "Plan") or file any motion or pleading in support of any motion or Plan or exercise any other voting rights unless such Plan either (i) is supported by the Senior Creditors or (ii) provides for the Senior Creditor Obligations to be Paid-In-Full prior to any Distributions to the Subordinated Creditors in respect of the Subordinated Debt (whether in cash, property of securities, other than a distribution of Reorganization Subordinated Securities), and would otherwise not impair or impede the timely repayment of the Senior Creditor Obligations in accordance with it terms or impair or impede any rights of the Senior Creditors. Any Distributions or other proceeds of any Enforcement Action obtained by each Subordinated Creditor shall in any event be held in trust by it for the benefit of the Senior Creditor Agent and the other Senior Creditors and promptly paid or delivered to the Senior Creditor Agent for the benefit of the Senior Creditors in the form received until all Senior Creditor Obligations are Paid-In-Full.

(ii) Notwithstanding anything contained herein to the contrary, if following the acceleration of the Senior Creditor Obligations by the Senior Creditors such acceleration is rescinded (whether or not any existing Senior Default or Adverse Tax Event has been cured or waived), then all Enforcement Actions taken by the Subordinated Creditors shall likewise be rescinded.

(e) Incorrect Payments. If any Distribution on account of the Subordinated Debt not permitted to be made by any Loan Party or accepted by the Subordinated Creditors under this Agreement is received by any Subordinated Creditor, such Distribution shall be held in trust by such Subordinated Creditor for the benefit of the Senior Creditor Agent and the other Senior Creditors and shall be promptly paid over to the Senior Creditor Agent for application (in accordance with the Senior Creditor Documents) to the payment of the Senior Creditor Obligations then remaining unpaid, until all of the Senior Creditor Obligations are Paid-In-Full.

(f) Subordination of Liens and Security Interests; Agreement Not to Contest; Agreement to Release Liens. Until the Senior Creditor Obligations have been Paid-In Full, any liens and security interests of any Subordinated Creditor in the Collateral or that may exist in breach of this Agreement or otherwise shall be and hereby are subordinated for all purposes and in all respects to the liens and security interests of the Senior Creditor Agent and the other Senior Creditors in the Collateral, regardless of the time, manner or order of perfection of any such liens and security interests. Each Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Creditor Obligations, the Senior Creditor Documents, or the liens and security interests of the Senior Creditor Agent or any other Senior Creditor in the Collateral. If any Subordinated Creditor obtains any liens or security interests in the Collateral or any other assets of any of the Loan Parties (other than the Subordinated Collateral), such Subordinated Creditor shall (or shall cause its agent) to promptly execute and deliver to the Senior Creditor Agent such termination statements and releases as the Senior Creditor Agent shall request to effect the release of the liens and security interests of such Subordinated Creditor in such Collateral or other assets.

(g) Sale, Transfer or other Disposition of Subordinated Debt.

(i) No Subordinated Creditor shall sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Debt or any Subordinated Debt Document, or any interest therein, without the prior written consent of the Senior Creditor Agent (which may be withheld in its sole discretion).

(ii) If any Subordinated Creditor shall take any action in violation of clause (g)(i), the subordination effected hereby shall automatically survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Debt without any further action required on the part of any party, and the terms of this Agreement shall be binding upon the successors and assigns of each Subordinated Creditor, as provided in Section 10 hereof.

(h) Legends. Until the termination of this Agreement in accordance with Section 18 hereof, each Subordinated Creditor will cause to be clearly, conspicuously and prominently inserted on the face of each Subordinated Debt Document, other than the Intercreditor Agreement, the following legend:

> "This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as amended, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of as of August 12, 2011, by and among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, and Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (collectively, the "Subordinated Creditors" and individually, each a "Subordinated Creditor"), and JEFFERIES FINANCE LLC, as administrative agent for the Senior Creditors (as defined therein) (in such capacity, the "Senior Creditor Agent"), and acknowledged and agreed to by each Loan Party (as defined therein); and each holder of this instrument, by acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement."

(i) Obligations Hereunder Not Affected. All rights and interest of the Senior Creditors and the Senior Creditor Agent hereunder, and all agreements and obligations of the Subordinated Creditors, and each Loan Party, shall (subject in any case to Section 3(a)) remain in full force and effect irrespective of:

(i) any lack of validity or enforceability of any document evidencing the Senior Creditor Obligations;

(ii) any change in the time, manner or place of payment of, or any other term of, all or any of the Senior Creditor Obligations, or any other amendment or waiver of or any release or consent to departure from any of the Senior Creditor Documents (subject, however, for purposes of this Agreement, to the limitation on the principal amount of Indebtedness that may constitute "Senior Creditor Obligations" hereunder);

(iii) any exchange, release or non-perfection of any collateral for all or any of the Senior Creditor Obligations;

(iv) any failure of any Senior Creditor or the Senior Creditor Agent to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement, the Term Loan Agreement or any other Senior Creditor Document;

(v) any reduction, limitation, impairment or termination of the Senior Creditor Obligations for any reason (other than the defense that the Senior Creditor Obligations have been Paid-in-Full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Loan Party and each Subordinated Creditor hereby waive any right to or claim of) any defense (other than the defense that the Senior Creditor Obligations have

been Paid-in-Full) or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Creditor Obligations; and

(vi) any other circumstance that might otherwise constitute a defense (other than the defense of payment in full of the Senior Creditor Obligations) available to, or a discharge of, any Loan Party or the Subordinated Creditors in respect of this Agreement.

The Subordinated Creditors acknowledge and agree that the Senior Creditors and the Senior Creditor Agent may in accordance with the terms of the Term Loan Agreement, without notice or demand and without affecting or impairing the Subordinated Creditors' obligations hereunder, but subject to Section 3(a), from time to time (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Senior Creditor Obligations or any part thereof, including, without limitation, to increase or decrease the rate of interest thereon or the principal amount thereof (subject, however, in the case of the Senior Creditor Obligations under the Term Loan Documents for purposes of this Agreement, to the limitation on the principal amount of Indebtedness that may constitute "Senior Creditor Obligations" hereunder contained in the definition of Senior Creditor Obligations); (ii) take or hold security for the payment of the Senior Creditor Obligations and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as the Senior Creditor Agent or the "Required Lenders" (as defined in the Term Loan Agreement), in their sole discretion, may determine; (iv) release and substitute one or more endorsers, warrantors, borrowers or other Loan Parties; and (v) exercise or refrain from exercising any rights against any Loan Party or any other Person.

Section 3. Modifications.

(a) Modifications to Senior Creditor Documents.

(i) The Senior Creditors may at any time and from time to time without the consent of or notice to any Subordinated Creditor (such consent not to be unreasonably withheld or delayed), without incurring liability to any Subordinated Creditor and without impairing or releasing the obligations of any Subordinated Creditor under this Agreement, change the manner or place of payment or extend the time of payment of or amend, amend and restate, restate, renew, waive, Refinanced or otherwise modify any of the terms of the Senior Creditor Obligations, or amend or otherwise modify in any manner any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to the Senior Creditor Obligations.

(ii) Until the Senior Creditor Obligations have been Paid-In-Full, (a) if (x) the Senior Creditors enter into any amendment, amendment and restatement, waiver, consent, Refinancing or other modification in respect of any term of the Term Loan Documents, then the comparable provision (if any) of the Subordinated Debt Documents, if any, shall be automatically amended or otherwise modified in the same manner, or (y) the Senior Creditors enter into any amendment, amendment and restatement, waiver, consent, Refinancing or other modification in respect of any of the Term Loan Documents the effect of which is to add one or more new provisions thereto, then such amendment, amendment and restatement, waiver, consent, Refinancing or other modification shall apply automatically to amend the Subordinated Debt Documents to add such new provision thereto, in the case of each of the foregoing subclauses (x) and (y), without the consent or any other action of the Senior Creditors, the Subordinated Creditors, any Loan Party, and (b) if any provision of the Subordinated Debt Documents provides for the discretion or approval of any Subordinated Creditor or permits any Subordinated Creditor to request any documentation or other information from any Loan Party, the applicable Subordinated Creditor shall be deemed to have given any approval, or to have exercised its discretion, in the same

manner as the Senior Creditor Agent and no Subordinated Creditor shall require any action of any Loan Party (other than the payment of Specified LuxCo Obligations and/or Specified Quebec LP Obligations) that the Senior Creditor Agent has not requested.

(b) Modifications to Subordinated Debt Documents. Until the Senior Creditor Obligations have been Paid-In-Full, and notwithstanding anything to the contrary contained in the Subordinated Debt Documents, no Subordinated Creditor shall, without the prior written consent of the Senior Creditor Agent (which consent may be withheld in its sole discretion), (a) agree to any amendment, modification or supplement to the Subordinated Debt Documents that does not correspond to a substantially identical amendment, modification or supplement to the Senior Creditor Documents or (b) agree to further subordinate all or any portion of the Subordinated Debt or any Liens securing any Subordinated Debt.

Section 4. Representations, Warranties and Covenants of Subordinated Creditors. Each Subordinated Creditor hereby severally represents, warrants and covenants to the Senior Creditor Agent and the other Senior Creditors, as to itself, that as of the date hereof: (i) such Subordinated Creditor has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (ii) the execution of this Agreement by such Subordinated Creditor will not violate or conflict with any material agreement binding upon such Subordinated Creditor or any law, regulation or order or require any consent or approval which has not been obtained; (iii) this Agreement is the legal, valid and binding obligation of such Subordinated Creditor, enforceable against such Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; and (iv) the Subordinated Debt held by Quebec LP is, and at all times prior to the termination of this Agreement shall remain, an unsecured obligation of LuxCo and is not guaranteed by any Person.

Section 5. Subrogation. From and after the Payment-in-Full of all Senior Creditor Obligations, each Subordinated Creditor shall be subrogated to the rights of the Senior Creditor Agent and the Senior Creditors to receive Distributions with respect to the Senior Creditor Obligations until the Subordinated Debt is paid in full. Each Subordinated Creditor agrees that if all or any part of a payment made with respect to the Senior Creditor Obligations is recovered by any Subordinated Creditor from the holders of the Senior Creditor Obligations in a Proceeding or otherwise, any Distribution received by such Subordinated Creditor with respect to the Subordinated Debt at any time after the date of the payment that is so recovered, whether pursuant to the right of subrogation provided for in this Agreement or otherwise, shall be deemed to have been received by such Subordinated Creditor in trust as property of the holders of the Senior Creditor Obligations and such Subordinated Creditor shall forthwith deliver the same to the Senior Creditor Agent for the benefit of the Senior Creditors for application to the Senior Creditor Obligations until the Senior Creditor Obligations are Paid-In-Full. Each Subordinated Creditor hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the Senior Creditor Obligations have been Paid-in-Full. A Distribution made pursuant to this Agreement to the Senior Creditor Agent or the Senior Creditors that otherwise would have been made to such Subordinated Creditor is not, as between the Loan Parties and such Subordinated Creditor, a payment by any Loan Party to or on account of the Senior Creditor Obligations for purposes of determining whether a right of subrogation exists hereunder.

Section 6. Modification. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by the Senior Creditor Agent and each Subordinated Creditor, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on any party hereto in any event not specifically required

hereunder shall not entitle the party receiving such notice or demand to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

Section 7. Further Assurances; Power of Attorney.

(a) Each Subordinated Creditor and any Loan Party shall promptly execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be necessary or desirable in order to effect fully the purposes of this Agreement.

(b) Each Subordinated Creditor hereby irrevocably appoints the Senior Creditor Agent its attorney-in-fact, with full authority in the place and stead of such Subordinated Creditor and in the name of such Subordinated Creditor or otherwise, until the Payment-in-Full of all Senior Creditor Obligations (i) to execute and deliver any document or instrument that such Subordinated Creditor may be required to deliver pursuant to this Agreement, (ii) to take any other action that such Subordinated Creditor may be required to take pursuant to this Agreement and (iii) at any time a Senior Default or Adverse Tax Event exists and has not been cured or waived in writing by the "Required Lenders" (as defined in the Term Loan Agreement), to take any other action, including the exercise of any rights or remedies with respect to the Subordinated Debt, that the Senior Creditor Agent reasonably determines could facilitate the repayment of all or any part of the Senior Creditor Obligations or could expedite any such repayment.

Section 8. Notices. Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, faxed or sent by overnight courier service or certified or registered United States mail and shall be deemed to have been given (a) if delivered in Person, when delivered; (b) if delivered by facsimile or such other electronic means as shall be agreed upon from time to time among the parties, on the date of transmission (receipt electronically confirmed) if transmitted on a business day before 4:00 p.m. (New York time) or, if not, on the next succeeding business day; (c) if delivered by overnight courier, one business day after delivery to such courier properly addressed; or (d) if by United States mail, certified, return receipt requested, three business days after deposit in the United States mail, postage prepaid and properly addressed.

Notices shall be addressed as follows:

If to the Senior Creditor Agent or the Senior Lenders:

Jefferies Finance LLC
520 Madison Avenue
New York, New York 10022
Attention: Account Officer – Clement Pappas
Fax: (212) 284-3444

If to the Subordinated Creditors:

Luxlas Fund Limited Partnership
c/o Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

With a copy to:

Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

If to any Loan Party:

Luxlas Fund Limited Partnership
c/o Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

With a copy to:

Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section 8.

Section 9. Several Obligations. The obligations of the Subordinated Creditors hereunder are several, not joint, and no Subordinated Creditor shall be liable, directly or indirectly, for any act or omission of any other Subordinated Creditor. The obligations of the Senior Creditor hereunder are several, not joint, and no Senior Creditor shall be liable, directly or indirectly, for any act or omission of any other Senior Creditor.

Section 10. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the respective permitted successors and assigns of the Senior Creditor Agent, the Senior Creditors, the Subordinated Creditors and each Loan Party. To the extent permitted under the Senior Creditor Documents, the Senior Creditors may, from time to time, without notice to any Subordinated Creditor, assign or transfer any or all of the Senior Creditor Obligations or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Creditor Obligations shall, subject to the terms hereof, be and remain Senior Creditor Obligations for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Creditor Obligations or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Creditor Obligations, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto.

Section 11. Relative Rights. This Agreement shall define the relative rights of the Senior Creditor Agent, the Senior Creditors and the Subordinated Creditors. Nothing in this Agreement shall (a) impair, as between the Loan Parties and the Senior Creditor Agent and the Senior Creditors and as between the Loan Parties and the Subordinated Creditors, the obligation of the Loan Parties with respect

to the payment of the Senior Creditor Obligations and the Subordinated Debt, as the case may be, in accordance with their respective terms or (b) affect the relative rights of the Senior Creditor Agent, the Senior Creditors or the Subordinated Creditors with respect to any other creditors of the Loan Parties.

Section 12. Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Subordinated Debt Documents, unless the Senior Creditor Agent otherwise notifies the applicable Subordinated Creditor in writing, the provisions of this Agreement shall control and govern.

Section 13. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

Section 14. Counterparts; Facsimile, Etc. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature delivered by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

Section 15. Final Agreement. This Agreement represents the final agreement among the parties hereto and may not be contradicted by evidence of prior, contemporaneous or subsequent oral arguments of the parties.

Section 16. Severability. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

Section 17. Defines Rights of Creditors. The provisions of this Agreement are solely for the purpose of defining the relative rights of the Subordinated Creditors and the Senior Creditors and shall not be deemed to create any rights or priorities in favor of any other Person, including, without limitation, any Loan Party. Each Loan Party understands and agrees that the provisions of this Agreement are for the benefit of the Senior Creditors only and may not be asserted by any other Person as a defense to any claim for payment under the Subordinated Debt Documents.

Section 18. Continuation of Subordination; Termination of Agreement. This Agreement shall remain in full force and effect until all of the Senior Creditor Obligations have been Paid-In-Full, after which this Agreement shall terminate without further action on the part of the parties hereto; *provided* that, after termination, this Agreement will be reinstated automatically if any of the Senior Creditor Obligations are reinstated.

Section 19. Applicable Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) Each Subordinated Creditor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Supreme Court of the State of New York and of the United States District Court of the Southern District of New York sitting in New York County, and

any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. Notwithstanding any other provision of this Agreement, each Loan Party that is not organized in the United States or any political subdivision thereof and each Subordinated Creditor hereby irrevocably designates Jefferies Finance LLC of 520 Madison Avenue, New York, New York 10022, as its designee, appointee and agent to receive, for and on its behalf, service of process in the State of New York in any suit, action or proceeding arising out of or relating to this Agreement.

Section 20. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.

Section 21. Waivers, Etc.

(a) Each Subordinated Creditor hereby: (i) waives any and all notice of the incurrence of the Senior Creditor Obligations or any part thereof; (ii) waives any and all rights it may have to require the Senior Creditor Agent or any Senior Creditor to marshal assets, to exercise rights or remedies in a particular manner, to forbear from exercising such rights and remedies in any particular manner or order, or to claim the benefit of any appraisal, valuation or other similar right that may otherwise be available under applicable law, regardless of whether any action or failure to act by or on behalf of the Senior Creditor Agent or any Senior Creditor is adverse to the interest of the Subordinated Creditors; (iii) agrees that no Senior Creditor will have any liability to any Subordinated Creditor, and each Subordinated Creditor hereby waives any claim against each Senior Creditor arising out of any and all actions not in breach of this Agreement which such Senior Creditor may take or permit or omit to take with respect to the Senior Creditor Documents (including any failure to perfect or obtain perfected security interests in

any Collateral), the collection of the Senior Creditor Obligations or the foreclosure upon, or sale, liquidation or other disposition of, any Collateral; and (iv) agrees that no Senior Creditor has any duty, express or implied, fiduciary or otherwise, to them in respect of the maintenance or preservation of any Collateral, the Senior Creditor Obligations or otherwise. Without limiting the foregoing, each Subordinated Creditor agrees that no Senior Creditor will have any duty or obligation to maximize the return to any class of creditors holding Indebtedness of any type (whether Senior Creditor Obligations or Subordinated Debt), notwithstanding that the order and timing of any realization, sale, disposition or liquidation of the Collateral may affect the amount of proceeds actually received by such class of creditors from such realization, sale, disposition or liquidation.

(b) Each Subordinated Creditor hereby acknowledges that (i) it has undertaken its own independent investigation of the financial condition of the Loan Parties and all other matters pertaining to this Agreement and further acknowledges that it is not relying in any manner upon any representation or statement of the Senior Creditors with respect thereto, (ii) represents and warrants that it is aware of the terms of the Senior Creditor Documents and that it is in a position to obtain, and it hereby assumes full responsibility for obtaining, any additional information concerning the financial condition of the Loan Parties and any other matters pertinent hereto that the Subordinated Creditor may desire and (iii) acknowledges that Section 6.11 of the Term Loan Agreement prohibits the Loan Parties from paying specified payments and prepayments of Subordinated Debt in certain circumstances and agrees that no such restrictions nor any Senior Creditor's enforcement thereof, shall give rise to any claim for unlawful or tortious interference with contract or any related claim against any Senior Creditor, and such Subordinated Creditor hereby waives any such claim it may have against any such Senior Creditor. The Subordinated Creditor is not relying upon or expecting the Senior Creditors to furnish to the Subordinated Creditor any information now or hereafter in any Senior Creditor's possession concerning the financial condition of the Loan Parties or any other matter.

(c) Each Subordinated Creditor hereby understands that there may be various agreements among the Senior Creditors and the Loan Parties evidencing and governing the Senior Creditor Obligations, and each Subordinated Creditor acknowledges and agrees that such agreements (other than this Agreement and the Intercompany Subordinated Note (as defined in the Term Loan Agreement)) are not intended to confer any benefits on any Subordinated Creditor and that the Senior Creditors will have no obligation to the Subordinated Creditors or any other Person to exercise any rights, enforce any remedies, or take any actions which may be available to it under such agreements (including, without limitation, this Agreement and the Intercompany Subordinated Note).

(d) The parties hereto agree that this Agreement shall not create any agency relationship between the Senior Creditors, on the one hand, and the Subordinated Creditors, on the other hand.

IN WITNESS WHEREOF, each Subordinated Creditor, each Loan Party and the Senior Creditor Agent have caused this Agreement to be executed (or acknowledged) as of the date first above written.

JEFFERIES FINANCE LLC,
as the Senior Creditor Agent on behalf of itself and each other Senior Creditor

By:_____
Name:
Title:

LUXLAS FUND LIMITED PARTNERSHIP, as a Subordinated Creditor

By:_____
Name:
Title:

LASSONDE LUXEMBOURG, as a Subordinated Creditor

By:_____
Name:
Title:

[Acknowledgment of Loan Parties follows.]

Acknowledgment of Loan Parties

Each of the undersigned consents to the provisions of, and accepts notice of the subordination provisions and other intercreditor arrangements created by, this Subordination Agreement and agrees that (a) the obligations of the Loan Parties under any Senior Creditor Document or any Subordinated Debt Document shall not in any way be diminished or otherwise affected by such provisions or arrangements, (b) it will take no action inconsistent with this Subordination Agreement, (c) except with the prior written approval of the Senior Creditor Agent, no payment or distribution shall be made by any of the undersigned on or with respect to the Subordinated Debt (except in accordance with the provisions of this Subordination Agreement), so long as this Subordination Agreement remains in effect and (d) if, pursuant to Section 5.11 of the Term Loan Agreement and Section 5.10 of the LuxCo Loan Agreement, any Loan Party shall be required to cause any Subsidiary that is not a Loan Party to become a Loan Party, or if for any reason any Loan Party desires any such Subsidiary to become a Loan Party, each Loan Party shall cause such Subsidiary to execute and deliver to the Senior Creditor Agent a supplement hereto in form and substance reasonably satisfactory to the Senior Creditor Agent and shall thereafter for all purposes of this Subordination Agreement be a party hereto and have the same rights, benefits and obligations as a Loan Party party hereto on the date hereof.

7925271 CANADA INC.

By:_____
Name:
Title:

LUXLAS FUND LIMITED PARTNERSHIP

By:_____
Name:
Title:

LASSONDE LUXEMBOURG

By:_____
Name:
Title:

POMONA HOLDINGS, INC.

By:_____
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.

By:_____
Name:
Title:

PAPPAS PROPERTIES CA, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name: Clement David Pappas
Title: President

CPC JUICE, INC.

By:_____
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name: Clement David Pappas
Title: President

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name: Clement David Pappas
Title: President

CLEMENT PAPPAS NC, INC.

By:_____
Name: Clement David Pappas
Title: President

DELSEA FARMS, INC.

By:_____
Name: Clement David Pappas
Title: President

EXHIBIT H-1

FORM OF
CONVERTIBLE LOAN AGREEMENT

(See Tab 10)

CONVERTIBLE LOAN AGREEMENT

dated as of August __, 2011,

among

LASSONDE LUXEMBOURG,
as Borrower,

and

LUXLAS FUND LIMITED PARTNERSHIP,
as Lender,

This Convertible Loan Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as amended, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of as of August __, 2011, by and among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, and Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (collectively, the "Subordinated Creditors" and individually, each a "Subordinated Creditor"), and Jefferies Finance LLC, as administrative agent for the Senior Creditors (as defined therein) (in such capacity, the "Senior Creditor Agent"), and acknowledged and agreed to by each Loan Party (as defined therein); and the Lender, by acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

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CONVERTIBLE LOAN AGREEMENT

This CONVERTIBLE LOAN AGREEMENT (this "**Agreement**") dated as of August __, 2011, among Lassonde Luxembourg, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with a share capital of USD 2,109,090.-, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register ("**Borrower**"), and Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Lender**").

WITNESSETH:

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

WHEREAS, immediately following the Acquisition, MergerSub will be merged with Clement Pappas, with Clement Pappas as the surviving entity (the "**Merger**");

WHEREAS, all of the Equity Interests of Borrower are directly owned by the Lender; and

WHEREAS, Borrower has requested the Lender to apply $227,700,000 of the proceeds of the loans advanced under the Term Loan Agreement (as defined below) to make the Loan (defined below) to Borrower, the proceeds of which, together with $2,300,000 of the proceeds of the purchase of Qualified Capital Stock of Borrower by the Lender, will be advanced by Borrower as a loan in the aggregate principal amount of $230,000,000 to MergerSub pursuant to the LuxCo Loan Agreement (as defined below) in accordance with Section 3.07, to fund, in part, the Transactions (as defined below).

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

ARTICLE I
DEFINITIONS

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meanings given thereto in the Term Loan Agreement. As used in this Agreement, the following terms shall have the meanings specified below:

"**Acceleration Event**" has the meaning set forth in Article VII.

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

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

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

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

"**Claims**" has the meaning set forth in Section 8.03(b).

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

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

"**Excluded Taxes**" means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of Borrower hereunder, (a) taxes imposed on (or measured by) its net income or net profit (however denominated), franchise taxes and taxes imposed upon or measured by income, capital or net worth in each case imposed by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction described in clause (a) above.

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

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

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

"**Indemnitee**" has the meaning set forth in Section 8.03(b).

"**Judgment Currency**" has the meaning set forth in Section 8.15.

"**Judgment Currency Conversion Date**" has the meaning set forth in Section 8.15.

"**Lender**" has the meaning set forth in the recitals hereto, together with its successors and permitted assigns.

"**Loan**" has the meaning set forth in Section 2.01, as modified by Section 2.07.

"**Loan Documents**" means this Agreement, the Note and each other agreement, document or instrument delivered in connection with the foregoing, whether or not specifically mentioned herein or therein.

"**Material Adverse Effect**" means (a) a material adverse effect on, or material adverse change in, (i) the Acquisition or any of the other Transactions or (ii) the condition (financial or otherwise), results of operations, assets, tax and other liabilities (contingent or otherwise), material agreements, Properties, solvency, business, management, prospects or value of Borrower, (b) a material impairment of the ability of the Transaction Parties to fully and timely perform any of their obligations under any Loan Document or (c) a material impairment of the rights of or benefits or remedies available to the Lender under any Loan Document.

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

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

"**Note**" means the note evidencing the Loan, issued pursuant to Section 2.02(e), if any, substantially in the form of Exhibit A.

"**Obligations**" means, subject to Section 1.04, (a) all obligations of Borrower from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, on the Loan, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency Proceeding or Luxembourg Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding or Luxembourg Insolvency Proceeding), of Borrower under the Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of Borrower under or pursuant to the Loan Documents, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

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

"**Term Agent**" means Jefferies Finance LLC, as administrative agent and collateral agent under the Term Loan Documents.

"**Term Loan Agreement**" means the term loan agreement dated the date hereof among Luxlas Fund Limited Partnership, as borrower, the guarantors party thereto, the Lenders party thereto and the agents party thereto as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Term Loan Documents**" has the meaning given to the term "Loan Documents" in the Term Loan Agreement.

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

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

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

"**Termination Date**" means the date on which all Loans and all other Obligations (except unmatured contingent obligations for which no claim has been asserted) have been paid in full in cash or immediately available funds.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "asset" and "Property" shall be construed to have the same meaning and effect. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall

be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. This Section 1.02 shall apply, *mutatis mutandis*, to all Loan Documents.

Section 1.03 Resolution of Drafting Ambiguities. Borrower acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof or thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 1.04 Relationship between Loan Documents and Term Loan Documents. Notwithstanding anything herein to the contrary:

(a) To the extent that any payment in cash of principal with respect to loans advanced under the Term Loan Agreement is made other than with the proceeds of a principal repayment hereunder, whether by reason of exercise of remedies under any guaranty or by reason of exercise of remedies under any mortgage, security agreement or other security instrument, such payment shall constitute a credit against the aggregate principal amount of the Loans in an equivalent amount.

(b) To the extent that any payment in cash is made with respect to non-principal obligations under the Term Loan Documents in respect of which Borrower is required to make corresponding payments to the Lender hereunder (for the purpose of making such payments under the Term Loan Document), whether by reason of exercise of remedies under any guaranty or by reason of exercise of remedies under any mortgage, security agreement or other security instrument, such payment shall constitute a credit against the obligations of Borrower with respect thereto.

ARTICLE II
THE CREDITS

Section 2.01 The Loan. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, the Lender agrees to make a term loan to Borrower on the Closing Date in the aggregate principal amount of $227,700,000 (the **"Loan"**). Amounts paid or prepaid in respect of the Loan may not be reborrowed. the Lender shall make the Loan by wire transfer of immediately available funds to such account as the Lender may designate not later than 10:00 a.m., New York City time, and the Lender shall promptly credit the amounts so received to an account as directed by Borrower in writing and, if any condition precedent herein specified with respect to the Loan shall not have been met, return the amounts so received to the Lender within two Business Days.

(b) The Loan shall not bear interest.

(c) Borrower agrees to pay to Lender loan administration fees in an amount equal to the Administrative Agent Fees payable by Lender pursuant to Section 2.05 of the Term Loan Agreement, which loan administration fees shall be payable on each date on which the Administrative Agent Fees are payable.

Section 2.02 Evidence of Debt; Repayment of Loans. (a) To the extent not previously irrevocably paid in full in cash, the Loan shall be due and payable on the earliest of (a) the written demand of the Lender (in the aggregate principal amount so demanded), (b) the occurrence of any Acceleration Event and (c) the Maturity Date.

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

(c) The Lender shall maintain accounts in which it will record (i) the amount of the Loan made hereunder and (ii) the amount of any sum received by the Lender.

(d) The entries made in the accounts maintained pursuant to Section 2.02(b) and Section 2.04(c) shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligations of Borrower to pay, and perform, the Obligations in accordance with the Loan Documents.

(e) The Lender by written notice to Borrower may request that Loan be evidenced by a promissory note. In such event (and in any event, on the Closing Date, or the Closing Date in the case of the Note to be delivered on such date), Borrower shall promptly (and, in all events, within five Business Days of receipt of such request) prepare, execute and deliver to the Lender a promissory note payable to the Lender in the form of Exhibit A. Thereafter, the Loan shall at all times (including after assignment pursuant to Section 8.04) be represented by one or more Notes in such form.

Section 2.03 Prepayments of Loans. Borrower shall have the right at any time and from time to time, subject to the Subordination Agreement, to prepay the Loan, in whole or in part, subject to the requirements of this Section 2.03. In the event that any principal repayments or prepayments are made under the LuxCo Loan Agreement, subject to the Subordination Agreement, Borrower shall apply all the proceeds thereof to prepay the Loan.

Section 2.04 Increased Costs; Change in Legality. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against Property of, deposits with or for the account of, or credit extended by or participated in by, the Lender;

(ii) subject the Lender to any Tax of any kind whatsoever with respect to this Agreement or the Loan, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.06 and the imposition of, or any change in the rate of, any Excluded Tax payable by the Lender); or

(iii) impose on the Lender any other condition, cost or expense affecting this Agreement or the Loan or participation therein;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining the Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to the Lender or the Lender's holding company, if any, then Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered, it being understood that, to the extent duplicative of the provisions of Section 2.06, this Section 2.04 shall not apply to Taxes. The protection of this Section 2.04 shall be available to the Lender regardless of any possible contention of the invalidity or inapplicability of the Change in Law that shall have occurred or been imposed.

(b) If the Lender determines (in good faith, but in its sole absolute discretion) that any Change in Law regarding Capital Requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement or the Loan made by the Lender, to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time Borrower will pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's holding company, for any such reduction suffered.

(c) A certificate of the Lender setting forth in reasonable detail the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in Section 2.04(a) or Section 2.04(b) shall be delivered to Borrower and shall be conclusive and binding absent manifest error. Borrower shall pay the Lender the amount shown as due on any such certificate within three Business Days after receipt thereof.

(d) Failure or delay on the part of the Lender to demand compensation pursuant to this Section 2.04 shall not constitute a waiver of the Lender's right to demand such compensation; *provided* that Borrower shall not be required to compensate the Lender for any amount incurred more than 180 days prior to the date that the Lender notifies Borrower of the event that gives rise to such claim; *provided*, *further*, that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.05 Payments Generally. Borrower shall make each payment required to be made by it hereunder or under any other Loan Document on or before the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, before 1:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff, deduction or counterclaim. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Lender by payment thereof into the Quebec LP Blocked Account. The Lender shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, unless specified otherwise, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in Dollars.

Section 2.06 Taxes. (a) Any and all payments by or on account of any obligation of Borrower hereunder or under any other Loan Document shall be made free and clear of and without deduction, reduction or withholding for any and all Indemnified Taxes or Other Taxes; *provided* that if any Indemnified Taxes or Other Taxes are required to be deducted, reduced or withheld from such

payments under applicable Legal Requirements, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions, reductions or withholdings applicable to additional sums payable under this Section 2.06) the Lender receives an amount equal to the sum it would have received had no such deductions, reductions or withholdings been made, (ii) Borrower shall make or cause to be made such deductions, reductions or withholdings and (iii) Borrower shall timely pay or cause to be paid the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Legal Requirements.

(b) In addition, but without duplicating obligations pursuant to subsection (a) above, Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Legal Requirements.

(c) Without duplicating obligations pursuant to subsection (a) or (b) above, Borrower shall indemnify the Lender, within ten Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Lender on or with respect to any payment by or on account of any obligation of Borrower hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.06) and any penalties, interest and expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by the Lender shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes and in any event within 30 days following any such payment being due, by or on behalf of Borrower to a Governmental Authority, Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender. If Borrower fails to pay or cause to be paid any Indemnified Taxes or Other Taxes when due to the appropriate Governmental Authority or fails to remit to the Lender the required receipts or other documentary evidence, Borrower shall indemnify the Lender for any incremental Taxes or expenses that may become payable by the Lender, as the case may be, as a result of any such failure.

(e) The Lender shall deliver to Borrower, at the time or times prescribed by applicable Legal Requirements, such properly completed and executed documentation prescribed by applicable Legal Requirements or reasonably requested by Borrower as will permit payments to be made hereunder or under any other Loan Document without withholding or at a reduced rate of withholding. If reasonably requested by Borrower, the Lender shall (and shall cause other Persons acting on its behalf to) take any action (including entering into an agreement with the Internal Revenue Service) and comply with any information gathering and reporting requirements, in each case, that are required to obtain the maximum available exemption from U.S. federal withholding taxes under FATCA, with respect to payments received by or on behalf of the Lender.

(f) The Lender shall promptly (A) notify Borrower of any change in the Lender's circumstances which would modify or render invalid any previously delivered form or documentation or any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of the Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Legal Requirements of any jurisdiction that the Borrower make any withholding or deduction for Taxes from amounts payable to the Lender. If the Lender has delivered a form required herein, the Lender shall, upon the reasonable request of the Borrower, deliver to the Borrower additional copies of such form (or successor thereto) on or before the date such form expires or becomes obsolete.

(g) Treatment of Certain Refunds. If the Lender determines, in its sole discretion, that it has received a refund (or a credit against its future Tax liability in lieu of a refund) of any Taxes or Other Taxes as to which it has been indemnified by Borrower or with respect to which Borrower has paid additional amounts pursuant to this Section, it shall pay to Borrower an amount equal to such refund or credit in lieu of a refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund or credit in lieu of a refund), net of all reasonable and documented out-of-pocket expenses incurred by the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit in lieu of a refund); *provided* that Borrower, upon the request of the Lender, agrees to repay the amount paid over to Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority and delivers to Borrower evidence reasonably satisfactory to Borrower of such repayment. This subsection shall not be construed to require the Lender to make available its Tax Returns (or any other information relating to its Taxes that it deems confidential) to Borrower or any other Person.

(h) Without prejudice to the survival of any other agreement of Borrower hereunder or under any other Loan Document, the agreements and obligations of Borrower contained in this Section 2.06 shall survive the termination of this Agreement.

Section 2.07 Increases of the Loans. If loans are advanced under the Term Loan Agreement pursuant to Section 2.17 thereof, the Lender shall immediately advance the proceeds thereof (to the extent not contributed to Borrower as a cash contribution in consideration for Qualified Capital Stock in an amount not less than 1% of such increase; *provided*, *however*, that the aggregate amount of all such consideration for Qualified Capital Stock before and after the date hereof shall not exceed €2,000,000) to Borrower and the aggregate principal amount of the Loan hereunder shall be deemed to automatically increase by the aggregate amount so advanced.

Section 2.08 Conversion Right.

(a) The Lender shall have the right at any time and from time to time by delivering written notice to Borrower to convert all or any part of the Loan into an equivalent amount of common equity of Borrower (the "**Conversion Right**").

(b) The Lender's exercise of the Conversion Right is subject to the following conditions precedent:

(i) No Acceleration Event has occurred and is continuing or would result therefrom; and

(ii) Immediately upon the exercise of the Conversion Right, the Equity Interests being acquired by the Lender shall be subject to a perfected security interest under the Luxembourg Pledge Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to the Lender that:

Section 3.01 Organization; Powers. Borrower (a) is duly organized and is validly existing under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and

authority and all requisite governmental licenses, authorizations, consents and approvals to carry on its business and to own, lease and operate its Property, in each case, as now conducted and as proposed to be conducted, except where the failure to have any such governmental licenses, authorizations, consents and approvals, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect, and (c) is qualified and licensed to do business and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify, be licensed or be in good standing, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. There is no existing default under any Organizational Document of Borrower or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder.

Section 3.02 Authorization; Enforceability. The Transactions and Transaction Documents to be entered into by Borrower are within its powers and have been duly authorized by all necessary corporate or other organizational action on its part. This Agreement has been duly executed and delivered by Borrower and constitutes, and each other Loan Document to which Borrower is to be a party, when executed and delivered by Borrower, will constitute, a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 No Conflicts; No Default. The Transactions (a) do not require any consent, exemption, authorization or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) consents, approvals, exemptions, authorizations, registrations, filings, permits or actions the failure of which to obtain or perform, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate the Organizational Documents of Borrower, (c) will not violate or result in a default or require any consent or approval under (x) any indenture, instrument, agreement, or other document binding upon Borrower or its Property or to which Borrower or its Property is subject, or give rise to a right thereunder to require any payment to be made by Borrower, except for violations, defaults or the creation of such rights that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (y) any Organizational Document, (d) will not violate any Legal Requirement in any material respect, and (e) will not result in the creation or imposition of any Lien on any Property of Borrower, except Liens created by the Security Documents (as defined in the Term Loan Agreement, the LuxCo Documents and the Revolving Credit Documents. No Acceleration Event has occurred and is continuing.

Section 3.04 Litigation; Compliance with Legal Requirements. (a) There are no actions, suits, claims, disputes, proceedings or investigations at law or in equity by or before any Governmental Authority now pending or, to the best of the knowledge of Borrower, threatened against or affecting Borrower or any business, Property or rights of Borrower (i) that purport to affect or involve any Loan Document or any of the Transactions, the Borrower's ability to perform its obligations under any Loan Document or any of the Transaction Documents or the ability of Borrower to consummate any of the Transactions or (ii) that have resulted, or as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could, individually or in the aggregate, reasonably be expected to result, in a Material Adverse Effect.

Section 3.05 Federal Reserve Regulations. (a) Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing, buying or carrying Margin Stock.

(b) No part of the proceeds of the Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board, including Regulation T, U or X.

Section 3.06 Investment Company Act, etc. Borrower is not (a) an "investment company" or a company "controlled" by an "investment company," as defined in, or subject to regulation under, or is required to be registered as such pursuant to, the Investment Company Act of 1940, as amended, or (b) subject to regulation under any Legal Requirement (other than Regulation X) that limits its ability to incur, create, assume or permit to exist Indebtedness or grant any Contingent Obligation or Lien in respect of Indebtedness.

Section 3.07 Use of Proceeds. Borrower shall on-lend the proceeds of the Loan on the Closing Date to MergerSub under the LuxCo Loan Agreement, and MergerSub shall apply all the proceeds of such loans to finance, in part, the Transactions and pay any related fees and expenses. Borrower shall apply the proceeds of all increases in the Loan pursuant to Section 2.07 solely for the purpose of immediately consummating the following transactions (A) Borrower on-lending all such proceeds under the Loan Agreement to Clement Pappas pursuant to the LuxCo Loan Agreement and (B) Clement Pappas or another CP Guarantor (as defined in the Term Loan Agreement) applying all such proceeds to finance, in whole or in part, a Permitted Acquisition or Capital Expenditures.

Section 3.08 Solvency. Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date and immediately following the making of the Loan hereunder and after giving effect to the application of the proceeds of such Loan, (a) the fair value of the Property of Borrower will exceed its debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the Property of Borrower will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) Borrower will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) Borrower will not have unreasonably small capital with which to conduct its business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date.

ARTICLE IV
CONDITIONS TO CREDIT EXTENSIONS

The obligation of the Lender to fund the initial Loans requested to be made by it shall be subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Article IV on or before August 26, 2011.

(a) Loan Documents. There shall have been delivered to the Lender a properly executed counterpart of each of the Loan Documents.

(b) Officers' Certificate. The Lender shall have received a certificate, dated the Closing Date and signed by a Financial Officer or manager of Borrower, confirming compliance with the conditions precedent set forth in this Article IV.

(c) Financings and Other Transactions, Etc. Each of the conditions precedent set forth in Article IV of the Term Loan Agreement shall have been satisfied or waived (or would be satisfied concurrently with the satisfaction of all conditions precedent hereunder).

(d) Solvency Certificate. The Lender shall have received a solvency certificate (a "**Solvency Certificate**") in the form of Exhibit B, dated the Closing Date and signed by a Financial Officer or manager of Borrower.

(e) Legal Requirements. The Lender shall be satisfied that Borrower, and the Transactions shall be in full compliance with all material Legal Requirements, including Regulations T, U and X of the Board, and shall have received satisfactory evidence of such compliance reasonably requested by them.

(f) Consents. The Lender shall be satisfied that all requisite Governmental Authorities, equityholders and third parties shall have approved, authorized or consented to the Transactions, and there shall be no governmental or judicial action, actual or threatened, that has or would have, individually or in the aggregate, a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

(g) Litigation. There shall not exist any claim, action, suit, investigation, litigation or proceeding pending or threatened by or before any court, or any Governmental Authority, that (a) individually or in the aggregate, has had, or could reasonably be expected to result in, a Material Adverse Effect, or (b) could materially and adversely affect the ability of Borrower to perform its obligations under the Loan Documents, the Acquisition Documents, the Term Loan Documents, the LuxCo Term Loan Documents, the Revolving Credit Documents or the ability of the parties to consummate the financings contemplated hereby or the other Transactions.

(h) Sources and Uses. The sources and uses of the Loan shall be as set forth in Section 3.07.

ARTICLE V
AFFIRMATIVE COVENANTS

Borrower warrants, covenants and agrees with the Lender that so long as this Agreement shall remain in effect and until the Termination Date has occurred, Borrower will:

Section 5.01 Financial Statements, Reports, etc. Furnish to the Lender, promptly, from time to time, such other information regarding its operations, business affairs and financial condition, or compliance with the terms of any Loan Document, as the Lender may reasonably request. To the extent that financial statements are provided pursuant to the immediately preceding sentence, such financial statements shall be prepared in accordance with generally accepted accounting principles in Luxembourg, applied on a consistent basis.

Section 5.02 Existence; Compliance with Laws; Businesses and Properties. (a) Do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence.

(b) Comply with all applicable Legal Requirements and decrees and Orders of any Governmental Authority, whether now in effect or hereafter enacted, except where the failure to comply with such Legal Requirements, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all Loan Documents.

Section 5.03 Taxes. Timely and correctly file all Tax Returns required to be filed by it. Borrower does not intend to treat the Loan as being a "reportable transaction" within the meaning of

Treasury Regulation Section 1.6011-4. In the event Borrower determines to take any action inconsistent with such intention, it will promptly notify the Lender thereof.

Section 5.04 Use of Proceeds. Use the proceeds of the Loan only for the purposes set forth in Section 3.07.

Section 5.05 Further Assurances. (a) Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to any Loan Document which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, execute and deliver all applications, certifications, instruments and other documents and papers that the Lender may reasonably require.

(b) In furtherance of the foregoing in this Section 5.05, to the maximum extent permitted by applicable Legal Requirements, Borrower authorizes the Lender to execute any such documentation, consents, authorizations, approvals, Orders, applications, certifications, instruments and other documents and papers in Borrower's name and to file such agreements, instruments or other documents in any appropriate filing office.

ARTICLE VI
NEGATIVE COVENANTS

Borrower warrants, covenants and agrees with the Lender that until the Termination Date has occurred, Borrower will not engage in any business activities or have any Properties or liabilities, other than (i) obligations under the Loan Documents, the Term Loan Documents and the LuxCo Term Loan Documents and (ii) special purpose holding company activities and Properties reasonably incidental to the foregoing clause (i), including the making of Restricted Payments to the Lender that are immediately applied by the Lender to the payment or repayment of Obligations (as defined in the Term Loan Agreement).

ARTICLE VII
ACCELERATION EVENTS

Section 7.01 Acceleration Events. Upon the occurrence and during the continuance of any of the following events (each, an "**Acceleration Event**"):

(a) any "Event of Default" occurs under the Term Loan Documents the effect of which is to cause all or any part of the Indebtedness thereunder to become due before its stated maturity or to become subject to a mandatory offer to purchase by the borrower thereunder;

(b) an Insolvency Proceeding (including a Luxembourg Insolvency Proceeding) shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Borrower or of a substantial part of the Property of Borrower, under any Insolvency Law or federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for Borrower or for a substantial part of the Property of Borrower, or (iii) the winding-up or liquidation of Borrower; and such proceeding or petition shall continue undismissed for 60 days or an Order approving or ordering any of the foregoing shall be entered;

(c) Borrower shall (i) voluntarily commence any proceeding or file any petition seeking relief (including a Luxembourg Insolvency Proceeding) under any Insolvency Laws, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency,

receivership or similar Legal Requirement, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any Insolvency Proceeding or Luxembourg Insolvency Proceeding or the filing of any petition described in clause (g) above, (iii) apply for or consent to the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for Borrower or for a substantial part of the Property of Borrower, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due, (vii) wind up or liquidate, or (viii) take any action for the purpose of effecting any of the foregoing;

then the principal of the Loan then outstanding (in the case of clause (a), in an aggregate principal amount equal to the aggregate principal amount so accelerated under the Term Loan Agreement), together with all other liabilities of Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding.

Section 7.02 Rescission. If at any time after an Acceleration Event, Borrower shall pay all payments on account of principal of the Loan and owing by it that shall have become due otherwise than by acceleration and all Acceleration Event shall be remedied or waived pursuant to Section 8.02, then upon the written consent of the Lender and the Term Agent (which may be given or withheld in their sole discretion) and written notice to Borrower or the acceleration and their consequences may be rescinded and annulled; but such action shall not affect any subsequent Acceleration Event or impair any right or remedy consequent thereon. The provisions of the preceding sentence are intended merely to bind the Lender and the Term Agent to a decision that may be made at their election, and such provisions are not intended to benefit Borrower and do not give Borrower the right to require the Lender or the Term Agent to rescind or annul any acceleration hereunder, even if the conditions set forth herein are met.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Notices. (a) Generally. Notices and other communications provided for herein shall, except as provided in Section 8.01(b), be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to Borrower:

Lassonde Luxembourg
16 Avenue Pasteur
L-2310 Luxembourg
Attention: M. Patrick Moinet
Facsimile No.: 352 44 17 53

With a copy to:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

With a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

and to:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

(ii) to the Lender, to it at:

With a copy to:

7925271 Canada Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

and to:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

and to:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

(iii) if to a successor Lender to it at its address (or facsimile number) as such successor Lender shall notify Borrower in writing from time to time.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by facsimile or by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 8.01(a) or in accordance with the

latest unrevoked direction from such party given in accordance with this Section 8.01(a), and failure to deliver courtesy copies of notices and other communications shall in no event affect the validity or effectiveness of such notices and other communications.

Notices delivered through electronic communications to the extent provided in Section 8.01(b) below, shall be effective as provided in Section 8.01(b).

(b) Electronic Communications. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. Borrower may, in its sole discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures, respectively, approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (including by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, etc. Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all other parties hereto.

Section 8.02 Waivers; Amendment. (a) No failure or delay by the Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 8.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Acceleration Event, regardless of whether the Lender may have had notice or knowledge of such Acceleration Event at the time. No notice or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except, subject to the Subordination Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Lender.

Section 8.03 Expenses; Indemnity; Damage Waiver. (a) Borrower agrees, to pay, promptly upon demand:

(i) all reasonable costs and expenses incurred by the Lender, including the reasonable fees, charges and disbursements of Advisors for the Lender in connection with the

administration of the Loan and any actual or proposed amendment, supplement or waiver of any of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated);

(ii) all costs and expenses incurred by the Lender, including the fees, charges and disbursements of Advisors, incurred in connection with the enforcement or protection of its rights under the Loan Documents, including its rights under this Section 8.03(a), or in connection with the Loan made hereunder, including all such costs and expenses incurred during any workout, restructuring or negotiations;

(iii) all costs and expenses incurred by the Arrangers, the Lender, the Term Agent or any "Lender" (as defined in the Term Loan Agreement), including the fees, charges and disbursements of Advisors for any of the foregoing, incurred in connection with the enforcement or protection of its rights under the Loan Documents, including its rights under this Section 8.03(a), or in connection with the Loans made hereunder and the collection of the Obligations, including (A) all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (B) any searches that the Lender deems necessary or appropriate, including tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches;

(iv) all costs, fees (without duplication of fees payable under Section 2.01(c) hereof), prepayment premiums, indemnity payments, expenses and other amounts required to be paid by the Lender as the borrower under the Term Loan Documents, including, without limitation, Section 2.12, Section 2.13, Section 2.15 and Section 11.03 of the Term Loan Agreement, but excluding amounts required to be paid in respect of principal and interest thereunder; and

(v) all Other Taxes in respect of the Loan Documents.

(b) Borrower agrees to indemnify the Lender and each of its Related Persons (each such Person being called an "**Indemnitee**") against, and to hold each Indemnitee harmless from, all reasonable out-of-pocket costs and any and all losses, claims, damages, liabilities, fees, fines, penalties, actions, judgments, suits and related expenses, including reasonable Advisors' fees, charges and disbursements (collectively, "**Claims**"), incurred by, imposed on or asserted against any Indemnitee, directly or indirectly, arising out of, in any way connected with, or as a result of (i) the execution, delivery, performance, administration or enforcement of the Loan Documents or any agreement or instrument contemplated thereby or the performance by the parties thereto of their respective obligations thereunder, (ii) any actual or proposed use of the proceeds of the Loan, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, (iv) any actual or alleged presence or Release or threatened Release of Hazardous Materials, on, at, under or from any Property owned, leased or operated by Borrower at any time, or any Environmental Claim or threatened Environmental Claim related in any way to Borrower, (v) any past, present or future non-compliance with, or violation of, Environmental Laws or Environmental Permits applicable to Borrower, or Borrower's business, or any Property presently or formerly owned, leased, or operated by Borrower or their predecessors in interest, (vi) the environmental condition of any Property owned, leased, or operated by Borrower at any time, or the applicability of any Legal Requirements relating to such Property, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of Borrower, (vii) the imposition of any environmental Lien encumbering any Real Property, (viii) the consummation of the Transactions and the other transactions contemplated hereby or (ix) any actual or prospective action, claim, suit, litigation, investigation, inquiry or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party

or by Borrower or otherwise, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.

(c) Borrower agrees that, without the prior written consent of the Lender, which consent will not be unreasonably withheld, Borrower will not enter into any settlement of a Claim in respect of the subject matter of clauses (i) through (ix) of Section 8.03(b) unless such settlement includes an explicit and unconditional release from the party bringing such Claim of all Indemnitees.

(d) The provisions of this Section 8.03 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loan, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Lender. All amounts due under this Section 8.03 shall be accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(e) To the fullest extent permitted by applicable law, Borrower shall not assert, and Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential, or punitive damages (including any loss of profits, business or anticipated savings) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or the Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and Borrower hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not know or suspected to exist in its favor. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby.

(f) All amounts due under this Section 8.03 shall be payable not later than 10 days after demand therefor.

Section 8.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the Term Agent, the parties hereto and their respective successors and assigns permitted hereby, except that Borrower may not assign or otherwise transfer any of its respective rights or obligations hereunder without the prior written consent of the Lender and the Term Agent, in each case which consent may be withheld in its sole discretion (and any attempted assignment or transfer by Borrower without such consent shall be null and void). Nothing in this Agreement or any other Loan Document, express or implied, shall be construed to confer upon any Person (other than the Term Agent, the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement or any other Loan Document.

(b) The parties hereto acknowledge that the Lender has collaterally assigned its interest hereunder to the Term Agent pursuant to the Quebec Security Agreement. Borrower hereby consents to such collateral assignment and to any future assignment pursuant to the Quebec Security Agreement. Upon the request of the Term Agent in connection with the Term Agent's enforcement of its rights under the Quebec Security Agreement, the Lender shall absolutely assign all of its rights and obligations under this Agreement to the Term Agent or the Term Agent's designee. Borrower hereby

irrevocably consents to such assignment. Without the Term Agent's prior written consent, which consent may be withheld in its sole discretion (and any attempted assignment or transfer by Borrower without such consent shall be null and void), the Lender shall not assign its rights and obligations under this Agreement to any Person other than the Term Agent or the Term Agent's designee.

(c) The words "execution," "signed," "signature," and words of like import in any the Assignment Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Legal Requirement, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.05 Survival of Agreement. All covenants, agreements, representations and warranties made by Borrower in the Loan Documents and in the reports, certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of the Loan, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Acceleration Event or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any Obligation is outstanding. The provisions of Section 2.04, Section 2.06, Section 8.03, Section 8.09 and Section 8.10 shall survive and remain in full force and effect regardless of the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loan or the termination of this Agreement or any provision hereof.

Section 8.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.08 Right of Setoff. If an Acceleration Event shall have occurred and be continuing, subject to the Subordination Agreement, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Legal Requirements, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Lender or any such Affiliate to or for the credit or the account of Borrower against any and all of the obligations of Borrower now or hereafter existing under this Agreement or any other Loan Documents held by the

Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lender under this Section 8.08 are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

Section 8.09 Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Borrower hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable Legal Requirements, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirements. Nothing in this Agreement or any other Loan Document or otherwise shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Borrower or its Properties in the courts of any jurisdiction.

(c) Borrower hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirements, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 8.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than facsimile or email, and disregarding any Person to whom any such notice is required to be delivered other than Clement Pappas and Company, Inc.) in Section 8.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Legal Requirements.

Section 8.10 Waiver of Jury Trial. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to any Loan Document, the Transactions or the other transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 8.10.

Section 8.11 Headings; No Adverse Interpretation of Other Agreements. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part

of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. This Agreement may not be used to interpret any other loan or debt agreement or instrument of Borrower or of any other Person. Any such loan or debt agreement or instrument may not be used to interpret this Agreement or any other Loan Document.

Section 8.12 Obligations Absolute. To the fullest extent permitted by applicable law, all obligations of Borrower hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Borrower;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against Borrower;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any other Loan Document; or

(e) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Borrower.

Section 8.13 Absence of Fiduciary Duties. The Lender and its Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of Borrower. Borrower agrees that neither the Loan Documents nor any transactions contemplated by the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Lenders and Borrower, their stockholders or their Affiliates. Borrower acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lenders, on the one hand, and Borrower, on the other, (ii) in connection any transactions contemplated by the Loan Documents and with the process leading to such transaction, each of the Lenders is acting solely as a principal and not the agent or fiduciary of Borrower or its management, stockholders, creditors or any other Person, (iii) no Lender has assumed an advisory or fiduciary responsibility in favor of Borrower with respect to any transactions contemplated by the Loan Documents or the process leading thereto (irrespective of whether any Lender or any of its Affiliates has advised or is currently advising Borrower on other matters) or any other obligation to Borrower except the obligations expressly set forth in the Loan Documents and (iv) Borrower has consulted its own legal and financial advisors to the extent Borrower deemed appropriate. Borrower further acknowledges and agrees that it is responsible for making its own independent judgments with respect to any transactions contemplated by the Loan Documents and the process leading thereto. Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to Borrower, in connection with any transactions contemplated by the Loan Documents or the process leading thereto.

Section 8.14 USA PATRIOT Act. The Lender hereby notifies Borrower that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies Borrower, which information includes the name, address and taxpayer identification number of Borrower and other information that will allow the Lender to identify Borrower in accordance with the Patriot Act.

Section 8.15 Judgment Currency. (a) Borrower's obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Lender of the full amount of Dollars expressed to be payable to the Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against Borrower in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "**Judgment Currency**") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "**Judgment Currency Conversion Date**").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, Borrower shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 8.15, such amounts include any premium and costs payable in connection with the purchase of Dollars.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers or other authorized signatories as of the day and year first above written.

LASSONDE LUXEMBOURG,
as Borrower

By:_____
Name:
Title:

LUXLAS FUND LIMITED PARTNERSHIP,
as Lender

By: 7925271 Canada inc.
Its: General Partner

By:_____
Name:
Title:

EXHIBIT A

FORM OF
NOTE

$[_____]

New York, New York
[_____]

FOR VALUE RECEIVED, the undersigned, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Borrower**"), hereby promises to pay to Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the Convertible Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [_____] DOLLARS or, if less, the aggregate unpaid principal amount of the Loans of the Lender outstanding under the Convertible Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Convertible Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the Convertible Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date and amount of each Loan of the Lender outstanding under the Convertible Loan Agreement and the date and amount of each payment or prepayment of principal hereof; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the Convertible Loan Agreement.

This Note is the Note referred to in the Convertible Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Convertible Loan Agreement**"), among the Borrower and the Lender. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

Borrower hereby acknowledges Lender's right to convert all or any part of the Loan pursuant to the Conversion Right under Section 2.08 of the Convertible Loan Agreement.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the Convertible Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE CONVERTIBLE LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

LASSONDE LUXEMBOURG,

By: _____
Name:
Title:

EXHIBIT B

FORM OF
SOLVENCY CERTIFICATE

The undersigned, [_____], Chief Financial Officer of Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Borrower**"), solely in his or her capacity as Chief Financial Officer of the Borrower and not in an individual capacity, does hereby certify pursuant to clause (b) of Article IV of that certain Convertible Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Convertible Loan Agreement**"), among the Borrower and Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as Lender (such term and each other capitalized term used but not defined herein having the meaning given to it in the Convertible Loan Agreement), as follows:

Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date, including all advances and other credit extensions made on such date other than under the Loan Documents, and immediately following the making of each Loan and after giving effect to the application of the proceeds of each Loan on the Closing Date:

(a) The fair value of the Property of the Borrower, taken as a whole, will exceed its debts and liabilities, subordinated, contingent or otherwise;

(b) The present fair saleable value of the Property of the Borrower, taken as a whole, will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(c) The Borrower will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(d) The Borrower, taken as a whole, will not have unreasonably small capital with which to conduct its business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(e) For purposes of this Solvency Certificate, the amount of contingent liabilities has been computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability;

(f) The Borrower does not intend, in consummating the transactions contemplated by the Convertible Loan Agreement, to hinder, delay, or defraud either present or future creditors or any other person to which the Borrower is, or will become on or after the date hereof, indebted; and

(g) In reaching the conclusions set forth in this Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate (acting reasonably), having taken into account the nature of the particular business anticipated to be conducted by the Borrower after consummation of the Transactions.

The undersigned understands that the Lender is relying on the truth and accuracy of contents of this Certificate in connection with the Loan made to the Borrower pursuant to the Convertible Loan Agreement.

[Signature Page Follows]

LASSONDE LUXEMBOURG

By:_____
Name:
Title: Chief Financial Officer

EXHIBIT H-2

FORM OF
LUXCO LOAN AGREEMENT

(See Tab 11)

LUXCO LOAN AGREEMENT

dated as of August __, 2011,

among

POMONA MERGER CORP.
(which on the Closing Date shall be merged with and into Clement Pappas and Company, Inc.),
as Borrower,

THE GUARANTORS PARTY HERETO,
as Guarantors,

LASSONDE LUXEMBOURG,
as Lender,

and

JEFFERIES FINANCE LLC,
as Collateral Agent

This LuxCo Loan Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as amended, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of as of August __, 2011, by and among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, and Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (collectively, the "Subordinated Creditors" and individually, each a "Subordinated Creditor"), and Jefferies Finance LLC, as administrative agent for the Senior Creditors (as defined therein) (in such capacity, the "Senior Creditor Agent"), and acknowledged and agreed to by each Loan Party (as defined therein); and the Lender, by acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

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LUXCO LOAN AGREEMENT

This LUXCO LOAN AGREEMENT (this "**Agreement**") dated as of August __, 2011, among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that on the Closing Date (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), will be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**", also referred to as the "**Target**" and collectively with MergerSub, the "**Borrower**"), Lassonde Luxembourg, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with a share capital of USD 2,109,090.-, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register ("**Lender**"), the Guarantors and Jefferies Finance LLC, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), and MergerSub, a direct, Wholly Owned Subsidiary of Holdings and an indirect Subsidiary of Lassonde Industries Inc. ("**Lassonde**"), have entered into an agreement and plan of merger, dated as of June 17, 2011 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof and thereof, the "**Acquisition Agreement**"), with the Target, the shareholder representatives party thereto (collectively, the "**Sellers**") and Lassonde to acquire (the "**Acquisition**") all of the Equity Interests of Borrower;

WHEREAS, immediately following the Acquisition, (i) MergerSub will be merged with Clement Pappas, with Clement Pappas as the surviving entity (the "**Merger**"), whereupon Borrower will become a Pledgor for all purposes under the Loan Documents and (ii) pursuant to Section 11.17, each Subsidiary of Clement Pappas will also become a Guarantor and a Pledgor for all purposes under the Loan Documents;

WHEREAS, certain lenders will advance loans on the Closing Date to Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Quebec LP**") pursuant to the Term Loan Agreement (as defined below);

WHEREAS, $227,000,000 of the proceeds of the loans advanced under the Term Loan Agreement on the Closing Date will be advanced to the Lender by Quebec LP pursuant to the Convertible Loan Agreement (as defined below); and

WHEREAS, Borrower has requested that the Lender apply all of the amounts so advanced to the Lender by Quebec LP, together with $2,300,000 of cash common equity contributed by Quebec LP to the Lender, to advance Loans to Borrower on the Closing Date, in an aggregate principal amount not exceeding $230,000,000 to fund, in part, the Transactions (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meanings given thereto in the Term Loan Agreement. As used in this Agreement, the following terms shall have the meanings specified below:

"**ABR**," when used in reference to any Loan or Borrowing, refers to whether such Loan is, or the Loans comprising such Borrowing are, bearing interest at a rate determined by reference to the Alternate Base Rate.

"**Acquisition**" has the meaning set forth in the recitals hereto, and in any event includes the Merger.

"**Acquisition Agreement**" has the meaning set forth in the recitals hereto.

"**Acquisition Documents**" means the collective reference to the Acquisition Agreement and the other documents listed or required to be listed on Schedule 3.21.

"**Adjusted LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) determined by the Lender to be equal to (a) the LIBO Rate for such Eurodollar Borrowing in effect for such Interest Period divided by (b) 1 *minus* the Statutory Reserves (if any) for such Eurodollar Borrowing for such Interest Period.

"**Administrative Agent**" has the meaning assigned to such term in the Term Loan Agreement.

"**Advisors**" means legal counsel (including local, regulatory, foreign and in-house counsel), auditors, accountants, consultants, appraisers, engineers or other advisors.

"**Affiliate**" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; *provided, however*, that, for purposes of Section 6.09, the term "Affiliate" also includes (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or group or its respective subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) that directly or indirectly owns more than 10% of any class of Equity Interests of the Person specified or (b) any Person that is an officer or director of the Person specified.

"**Agreement**" has the meaning set forth in the preamble hereto.

"**Alternate Base Rate**" means, for any day, a rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* 0.50%, (c) 2.25% and (d) the Adjusted LIBO Rate for a one-month Interest Period on such day *plus* 1.00%; *provided* that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 (or such other page as may replace such page on such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London, England time on such day. If the Administrative Agent determines (which determination shall be conclusive absent manifest error) under the Term Loan Agreement that it is unable to ascertain the Federal Funds Effective Rate or the Adjusted LIBO Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition of Federal Funds Effective Rate, the Alternate Base Rate shall be determined without regard to clause (b) or (d), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"**Anti-Terrorism Laws**" has the meaning set forth in Section 3.22.

"**Applicable Margin**" means, (i) 4.25% *per annum*, in the case of ABR Loans and Borrowings, and (ii) 5.25% *per annum*, in the case of Eurodollar Loans and Borrowings.

"**Asset Sale**" means (a) any Disposition of any Property by any Company (including any Equity Interest of any Subsidiary of such Company) and (b) any issuance or sale of any Equity Interests of any Subsidiary of Holdings, in each case, to any Person other than a Loan Party that is a Subsidiary of Holdings. Notwithstanding the foregoing, none of the following constitutes an "Asset Sale": (i) any Disposition of assets permitted by, or expressly referred to in, Section 6.04(c), Section 6.05(a), Section 6.06(a), Section 6.06(d), Section 6.06(h), Section 6.06(i) or Section 6.06(i) or (ii) solely for purposes of clause (a) above, any other Disposition of any Property, by any Company for Fair Market Value resulting in not more than $500,000 in Net Cash Proceeds per Disposition (or series of related Dispositions) and not more than $1,000,000 in Net Cash Proceeds in any fiscal year (or, in each case of clause (ii), if the Fair Market Value is greater than such Net Cash Proceeds, having a Fair Market Value of not more than such amount).

"**Attributable Indebtedness**" means, when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the then-current weighted average cost of funds of Borrower for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments (and substantially similar payments) during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"**Bankruptcy Code**" means Chapter 11 of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"**Board**" means the Board of Governors of the Federal Reserve System of the United States.

"**Board of Directors**" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person, (b) in the case of any limited liability company, the board of managers or board of directors, as applicable, of such Person, or if such limited liability company does not have a board of managers or board of directors, the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors or board of managers, as applicable, of the general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

"**Borrower**" has the meaning set forth in the preamble hereto.

"**Borrowing**" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in New York City are authorized or required by law to close; *provided, however*, that when used in connection with a Eurodollar Loan, the term "Business Day" also excludes any day on which banks are not open for dealings in Dollar deposits in the London interbank market.

"**Canadian Anti-Terrorism Act**" has the meaning set forth in Section 3.22.

"**Capital Expenditures**" means, with respect to any Person for any period, without duplication, (a) any expenditure made during such period, or obligation to expend money during such period, for any purchase or other acquisition of any asset including capitalized leasehold improvements, which would be

classified as a fixed or capital asset on a consolidated balance sheet of Borrower and its Subsidiaries prepared in accordance with GAAP, and (b) Capital Lease Obligations and Synthetic Lease Obligations incurred during such period, but excluding (i) expenditures made in connection with the replacement, substitution or restoration of Property pursuant to Section 2.09(e), (ii) the purchase price of equipment that is purchased substantially contemporaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time and (iii) Permitted Acquisitions.

"**Capital Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be accounted for as capital leases on a balance sheet of such Person in accordance with GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"**Capital Requirements**" means, as to any Person, any matter, directly or indirectly, (a) regarding capital adequacy, capital ratios, capital requirements, the calculation of such Person's capital or similar matters, or (b) affecting the amount of capital required to be obtained or maintained by such Person or any Person controlling such Person (including any direct or indirect holding company), or the manner in which such Person or any Person controlling such Person (including any direct or indirect holding company), allocates capital to any of its contingent liabilities (including letters of credit), advances, acceptances, commitments, assets or liabilities.

"**Cash Equivalents**" means, as to any Person, (a) marketable securities issued, or directly, unconditionally and fully guaranteed or insured, by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of the Lender or any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, in each case, capital and surplus aggregating more than $500,000,000 and a rating of "A" (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than one year from the date of acquisition by such Person, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) above entered into with any Person meeting the qualifications specified in clause (b) above, which repurchase obligations are secured by a valid perfected security interest in the underlying securities, (d) commercial paper issued by any Person incorporated in the United States having one of the two highest ratings obtainable from S&P or Moody's, and in each case maturing not more than one year after the date of acquisition by such Person, and (e) investments in money market funds at least 95% of whose assets are comprised of investments of the types described in clauses (a) through (d) above.

"**Cash Interest Expense**" means, for any period, Consolidated Interest Expense for such period, *less* the sum for such period of (a) interest on any debt paid by the increase in the principal amount of such debt including by issuance of additional debt of such kind or the accretion or capitalization of interest as principal and (b) items described in clause (c) or, other than to the extent paid in cash, clause (g) of the definition of "Consolidated Interest Expense".

"**Casualty Event**" means any loss of title (other than through a consensual Disposition of such Property in accordance with this Agreement) or any loss of or damage to or destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any Property of any Company. "Casualty Event" includes any taking of all or any part of any Real Property of any Person or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any Legal

Requirement, or by reason of the temporary requisition of the use or occupancy of all or any part of any Real Property of any Person or any part thereof by any Governmental Authority, or any settlement in lieu thereof.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq*.

"**Change in Control**" has the meaning assigned to such term in the Term Loan Agreement.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, policy, or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "**Change in Law**", regardless of the date enacted, adopted or issued.

"**Charges**" has the meaning set forth in Section 11.12.

"**Claims**" has the meaning set forth in Section 11.03(b).

"**Closing Date**" means the date of the initial Loans made hereunder.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" means all of the Security Agreement Collateral, the Mortgaged Property and all other Property of whatever kind and nature, whether now existing or hereafter acquired, pledged or purported to be pledged as collateral or otherwise subject to a security interest or other Lien or purported to be subject to a security interest or other Lien under any Security Document.

"**Collateral Account**" means one or more collateral accounts or sub-accounts established and maintained from time to time by the Collateral Agent for the benefit of the Secured Parties, in accordance with the provisions of Section 9.01.

"**Collateral Agent**" has the meaning set forth in the preamble hereto.

"**Commitment**" means the commitment of the Lender to make a Loan hereunder on the Closing Date in the aggregate principal amount of $230,000,000.

"**Companies**" means Holdings and Borrower and its Subsidiaries; and "**Company**" means any one of them.

"**Confidential Information Memorandum**" means that certain confidential information memorandum dated July 2011.

"**Consolidated Amortization Expense**" means, for any period, the amortization expense of Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Current Assets**" means, as at any date of determination, the total assets of Borrower and its Subsidiaries (other than cash, cash equivalents and marketable securities) that may properly be classified as current assets on a consolidated balance sheet of Borrower and its Subsidiaries in accordance with GAAP.

"**Consolidated Current Liabilities**" means, as at any date of determination, the total liabilities of Borrower and its Subsidiaries that may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of Borrower and its Subsidiaries in accordance with GAAP.

"**Consolidated Depreciation Expense**" means, for any period, the depreciation expense of Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated EBITDA**" means, for any period, Consolidated Net Income for such period, adjusted by (x) *adding thereto*, without duplication, in each case only to the extent (and in the same proportion) deducted in determining such Consolidated Net Income (and, with respect to the portion of Consolidated Net Income attributable to any Subsidiary of Borrower, only if a corresponding amount of cash would be permitted at the date of determination to be distributed to Borrower by such Subsidiary pursuant to the terms of its Organizational Documents and all agreements, instruments, Orders and other Legal Requirements applicable to such Subsidiary or its equityholders):

(a) Consolidated Interest Expense for such period;

(b) Consolidated Amortization Expense for such period;

(c) Consolidated Depreciation Expense for such period;

(d) Consolidated Tax Expense for such period;

(e) non-recurring restructuring and integration costs and expenses directly incurred within 366 days following the Closing Date in connection with the Transactions (not to exceed $1,000,000 in the aggregate for all periods) during such period and in respect of which a Financial Officer of Quebec LP or Clement Pappas has provided to Administrative Agent a written certification containing reasonably detailed backup data and calculations in relation to the Term Loan Agreement;

(f) non-recurring fees, commissions, costs and expenses (other than those described in clause (e) above) incurred on or prior to or within 90 days following the Closing Date in connection with the Transactions, not to exceed $7,500,000 in the aggregate (or $2,500,000 in the aggregate with respect to any such fees, commissions, costs and expenses paid after the Closing Date);

(g) non-recurring executive bonuses, professional fees, commissions and other expenses of Clement Pappas resulting from the Transactions, and payments made under Clement Pappas' supplemental executive retirement plan, to the extent serving as a credit against purchase consideration otherwise payable to the Sellers under the Acquisition Agreement and accrued

during the fiscal quarter ending June 26, 2011 or the fiscal quarter ending September 30, 2011 in an aggregate amount not to exceed $21,500,000; and

(h) the aggregate amount of all other non-cash charges reducing Consolidated Net Income for such period (excluding any non-cash charge that results in an accrual of a reserve for cash charges in any future period or the amortization of a prepaid cash item that was paid in a prior period or any write-down or write-off of, or reserve for, inventory for such period); and

(y) *subtracting therefrom* the aggregate amount of all non-cash gains increasing Consolidated Net Income (other than the accrual of revenue or recording of receivables in the ordinary course of business) for such period.

Notwithstanding anything to the contrary in this Agreement, Consolidated EBITDA is defined as follows for the following fiscal quarters, *provided* that if any Permitted Acquisition or Disposition is consummated during a Test Period that includes any fiscal quarter referred to below, then Consolidated EBITDA for such fiscal quarter shall be adjusted on a Pro Forma Basis in accordance with Section 1.05:

Fiscal Quarter	**Consolidated EBITDA**
December 26, 2010	$20,527,744
March 27, 2011	$10,161,208
June 26, 2011	$8,561,337

"**Consolidated Indebtedness**" means, as at any date of determination, without duplication, the aggregate amount of all Indebtedness of Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; *provided* that Consolidated Indebtedness shall not include Indebtedness in respect of Hedging Agreements.

"**Consolidated Interest Coverage Ratio**" means, for any Test Period, the ratio of (x) Consolidated EBITDA for such Test Period to (y) Consolidated Interest Expense for such Test Period; provided that Consolidated Interest Expense, solely for the purpose of this definition, shall not include Consolidated Interest Expense of the types set forth in clause (c) and, to the extent not paid or due and payable in cash during such Test Period, clause (f) of the definition thereof.

"**Consolidated Interest Expense**" means, for any period, the total consolidated interest expense of Borrower and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP *plus*, without duplication:

(a) imputed interest on Capital Lease Obligations, Synthetic Lease Obligations and Attributable Indebtedness of Clement Pappas and its Subsidiaries for such period;

(b) commissions, discounts and other fees and charges owed by Borrower or any of its Subsidiaries with respect to letters of credit securing financial obligations, bankers' acceptance financing, receivables financings and similar credit transactions for such period;

(c) amortization of debt issuance costs, debt discount or premium and other financing fees and expenses incurred by Borrower or any of its Subsidiaries for such period;

(d) cash contributions to any employee stock ownership plan or similar trust made by Borrower or any of its Subsidiaries to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than Borrower or any of its Wholly Owned Subsidiaries) in connection with Indebtedness incurred by such plan or trust for such period;

(e) all interest paid or payable with respect to discontinued operations of Borrower or any of its Subsidiaries for such period;

(f) the interest portion of any payment obligations of Borrower or any of its Subsidiaries for such period deferred for payment at any future time, whether or not such future payment is subject to the occurrence of any contingency, and includes the interest portion of any and all payments representing the purchase price and any assumptions of Indebtedness and/or Contingent Obligations and any Earnout; and

(g) all interest on any Indebtedness of Borrower or any of its Subsidiaries of the type described in clause (e) (to the extent not paid by any applicable Person identified as "others" in such clause) or clause (j) of the definition of "Indebtedness" for such period;

provided that the determination of Consolidated Interest Expense for any Test Period ending after the Closing Date shall be made on a Pro Forma Basis in accordance with Section 1.05. Consolidated Interest Expense shall be deemed to be (a) for the four fiscal quarter period ending September 30, 2011, Consolidated Interest Expense for the fiscal quarter ending September 30, 2011, multiplied by four, (b) for the four fiscal quarter period ending December 31, 2011, Consolidated Interest Expense for the two fiscal quarters ending December 31, 2011, multiplied by two, and (c) for the four fiscal quarter period ending March 31, 2012, Consolidated Interest Expense for the three fiscal quarters ending March 31, 2012, multiplied by 4/3.

"**Consolidated Net Income**" means, for any period, the consolidated net income (or loss) of Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded from such net income (to the extent otherwise included therein), without duplication:

(a) the net income (or loss) of any Person (other than a Guarantor) in which any Person other than Borrower or any of its Subsidiaries has an ownership interest, except to the extent that cash in an amount equal to any such income has actually been received by Borrower or (subject to clause (b) below) any of its Wholly Owned Subsidiaries from such Person during such period;

(b) the net income of any Subsidiary of Borrower during such period to the extent that the declaration and/or payment of dividends or similar distributions by such Subsidiary of that income is not permitted by operation of the terms of its Organizational Documents or any agreement, instrument, Order or other Legal Requirement applicable to that Subsidiary or its equityholders during such period, except that Borrower's equity in net loss of any such Subsidiary for such period shall be included in determining Consolidated Net Income;

(c) earnings or losses resulting from any reappraisal, revaluation, write-up or write-down of assets; and

(d) any extraordinary non-cash gain (or extraordinary non-cash loss), together with any related provision for taxes on any such non-cash gain (or the tax effect of any such non-cash loss), recorded or recognized by Borrower or any of its Subsidiaries during such period.

"**Consolidated Tax Expense**" means, for any period, the income and franchise tax expense, including other similar taxes measured on income or revenues, of Borrower and its Subsidiaries, for such period, determined on a consolidated basis in accordance with GAAP.

"**Contingent Obligation**" means, as to any Person, any obligation, agreement, understanding or arrangement of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("**primary obligations**") of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation, agreement, understanding or arrangement of such Person, whether or not contingent, (a) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth, net equity, liquidity, level of income, cash flow or solvency of the primary obligor, (c) to purchase or lease Property, securities or services primarily for the purpose of assuring the primary obligor of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement or equivalent obligation arises (which reimbursement obligation shall constitute a primary obligation), or (e) otherwise to assure or hold harmless the primary obligor of any such primary obligation against loss (in whole or in part) in respect thereof; *provided*, *however*, that the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties given in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation, or portion thereof, in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable, whether singly or jointly, pursuant to the terms of the instrument, agreements or other documents or, if applicable, unwritten agreement, evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"**Contribution Share**" has the meaning set forth in Section 7.10.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and the terms "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Control Agreements**" has the meaning set forth in the Security Agreement.

"**Controlled Investment Affiliate**" means, as to any Person, any other Person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person and is organized by such Person (or any Person Controlling such Person) primarily for making equity or debt investments in Holdings or other portfolio companies of such Person.

"**Convertible Loan Agreement**" means the Convertible Loan Agreement dated as of the date hereof between Quebec LP and the Lender.

"**Convertible Loan Documents**" means the Convertible Loan Agreement, the Convertible Note and all other documents, instruments and agreements executed and delivered with respect to the foregoing.

"**Convertible Note**" means the promissory note evidencing the loans and advances of Quebec LP to the Lender.

"**Cumulative Credit**" means, on any date, the amount equal to the excess, if any, of (a) the cumulative aggregate amount, not less than zero, of Excess Cash Flow for all Excess Cash Flow Periods ending on or before such date that is not applied, or required to be applied, under Section 2.09(f) to the prepayment of Loans, over (b) the cumulative aggregate amount of Restricted Payments made on or after the Closing Date pursuant to Section 6.08(b).

"**Cure Amount**" has the meaning set forth in Section 8.03(a).

"**Cure Notice**" has the meaning set forth in Section 8.03(a).

"**Cure Right**" has the meaning set forth in Section 8.03(a).

"**Cure Specified Date**" means, (a) with respect to any of the first three fiscal quarters in a fiscal year of the Borrower, within 50 days after the end of such fiscal quarter and (b) with respect to last fiscal quarter in a fiscal year of Borrower, within 95 days after the end of such fiscal quarter.

"**Debt Issuance**" means the incurrence by any Company of any Indebtedness after the Closing Date (other than as permitted by Section 6.01).

"**Debt Service**" means, for any period, Cash Interest Expense for such period plus scheduled principal amortization and other mandatory principal repayments of all Indebtedness for such period.

"**Default**" means any event, occurrence or condition which is, or upon notice, lapse of time or both would constitute, an Event of Default.

"**Default Rate**" has the meaning set forth in Section 2.05(c).

"**Disposition**" means, with respect to any Property, any conveyance, sale, lease, sublease, exclusive license, exclusive sublicense, assignment, transfer, exchange or other disposition of such Property (including (i) by way of merger, amalgamation or consolidation and (ii) any Sale and Leaseback Transaction).

"**Disqualified Stock**" means any Equity Interest that, by its terms (or by the terms of any security or instrument into which it is convertible or for which it is exchangeable or exercisable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case at any time on or before the first anniversary of the Maturity Date, (b) is convertible into or exchangeable or exercisable (unless at the sole option of the issuer thereof) for (i) debt securities or other Indebtedness or (ii) any Equity Interests referred to in this definition, in each case at any time on or before the first anniversary of the Maturity Date, or (c) contains any repurchase or payment obligation which may come into effect before the first anniversary of the Maturity Date.

"**Dividends**" means, with respect to any Person, that such Person has declared or paid a dividend or returned any equity capital to the holders of its Equity Interests or authorized or made any other distribution, payment or delivery of Property (other than with Qualified Capital Stock of such Person) or cash to the holders of its Equity Interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Equity Interests outstanding (or any options or warrants issued by such Person with respect to its Equity Interests), or set aside or otherwise reserved, directly or indirectly, any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the outstanding Equity Interests of such Person (or any options or warrants issued by such Person with respect to its Equity Interests). Without limiting the foregoing, "**Dividends**" with respect to any Person also includes all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of or otherwise reserving any funds for the foregoing purposes.

"**Dollar Equivalent**" means, as to any amount denominated in a Judgment Currency as of any date of determination, the amount of Dollars that would be required to purchase the amount of such Judgment Currency based upon the spot selling rate at which Bank of America, N.A. (or another financial institution designated by the Administrative Agent from time to time under the Term Loan Agreement) offers to sell such Judgment Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m. London time on such date for delivery two Business Days later.

"**Dollars**" or "**$**" means lawful money of the United States.

"**Earnout**" means, in connection with the Acquisition or any Permitted Acquisition or other Investment, any "earn-out" or other agreement to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business.

"**Embargoed Person**" has the meaning set forth in Section 6.20.

"**Employee Benefit Plan**" means any "employee benefit plan" as defined in Section 3(3) of ERISA which is or was subject to ERISA and maintained with, contributed to, or required to be maintained or contributed to by any Company or any of its ERISA Affiliates.

"**Environment**" means any surface or subsurface physical medium or natural resource, including air, land, soil, surface waters, ground waters, stream and river sediments, biota and any indoor area, surface or physical medium.

"**Environmental Claim**" means any claim, notice, demand, Order, action, suit, proceeding, or other communication alleging or asserting liability or obligations under or relating to Environmental Law, including liability or obligation for investigation, assessment, remediation, removal, cleanup, response, corrective action, monitoring, post-remedial or post-closure studies, investigations, operations and maintenance, injury, damage, destruction or loss to natural resources, personal injury, wrongful death, property damage, indemnification, fines, penalties or other costs resulting from, related to or arising out of (a) the presence, Release or threatened Release of Hazardous Material in, on, into or from the Environment at any location or (b) any violation of or non-compliance with Environmental Law, and includes any claim, notice, demand, Order, action, suit or proceeding seeking damages (including the costs of remediation), contribution, indemnification, cost recovery, penalties, fines, indemnities, compensation or injunctive relief resulting from, related to or arising out of the presence, Release or threatened Release of Hazardous Material or alleged injury or threat of injury to health, safety or the Environment.

"**Environmental Law**" means any and all applicable Legal Requirements relating to health, safety or the Environment, the Release or threatened Release of, or exposure to, Hazardous Materials, natural resources or natural resource damages, or occupational safety or health or the generation, manufacture, processing, distribution, use, treatment, storage, transportation, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials.

"**Environmental Permit**" means any permit, license, approval, consent, registration, notification, exemption or other authorization required by or from a Governmental Authority under any Environmental Law.

"**Equity Contribution Agreement**" means Section 4.04 of the Stockholders' Agreement.

"**Equity Financing**" means the direct or indirect equity contribution to the Parent by the Permitted Holders, together with "reinvested" common equity of Borrower contributed by certain of the Sellers, of at least 37% of the pro forma total consolidated capitalization of Borrower on the Closing Date; *provided* that not less than 80% of the Equity Financing shall be contributed, directly or indirectly, by the Permitted Holders as cash common equity, (B) the contribution by the Parent of the amount so received as cash common equity to Holdings in exchange for the issuance to Holdings of all the Equity Interests of Holdings and (C) the contribution by Holdings of the amount so received as cash common equity to MergerSub in exchange for the issuance to Holdings of all the Equity Interests of MergerSub; *provided* that if the consideration paid under the Acquisition Documents is increased at any time after June 17, 2011, the required amount of the Equity Financing shall increase by an amount equal to such increase.

"**Equity Interest**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited), joint venture interests, or if such Person is a limited liability company, membership interests and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of Property of, such partnership, whether outstanding on the date hereof or issued on or after the Closing Date, but excluding debt securities convertible or exchangeable into such equity.

"**Equity Issuance**" means, without duplication, (a) any issuance or sale after the Closing Date by Holdings of any Equity Interests (including any Equity Interests issued upon exercise of any warrant or option or equity-based derivative) or any warrants or options or equity-based derivatives to purchase Equity Interests in any such Person or (b) any contribution to the capital of any such Person; *provided*, *however*, that an Equity Issuance shall not include (x) any Preferred Stock Issuance, Debt Issuance or the issuance or sale of Equity Interests pursuant to the Equity Contribution Agreement, (y) any such sale or issuance by Holdings of not more than an aggregate amount of 7.5% of their direct or indirect Equity Interests in Holdings (including its Equity Interests issued upon exercise of any warrant or option or warrants or options to purchase its Equity Interests but excluding Disqualified Stock), in each case, to directors, officers or employees of any Company and (z) any Qualified Excluded Issuance.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means, with respect to any Person, any trade or business (whether or not incorporated) that, together with such Person, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code and regulations promulgated under those sections or within the meaning of Section 4001(b) of ERISA, or solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, is treated as a single employer under Section 414 of the Code. Any former ERISA Affiliate of

a Person or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of such Person or such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of such Person or such Subsidiary and with respect to liabilities arising after such period for which such Person or such Subsidiary could reasonably be expected to be liable under the Code or ERISA, but in no event for more than six years after such period if no such liability has been asserted against such Person or such Subsidiary; *provided*, *however*, that such Person or such Subsidiary shall continue to be an ERISA Affiliate of such Person or such Subsidiary after the expiration of the six-year period solely with respect to any liability asserted against such Person or such Subsidiary before the expiration of such six-year period.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder (for which the 30-day notice period has not been waived under applicable PBGC regulations) with respect to any Pension Plan; (b) the failure by any Company or any of its ERISA Affiliates to meet the minimum funding standard of Sections 412 and 430 of the Code and Sections 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Code or Section 303(j) of ERISA with respect to any Pension Plan or the failure by any Company or any of its ERISA Affiliates to make any required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA, or the filing of a notice to terminate any Pension Plan if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA; (d) the withdrawal by any Company or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on any Company or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of any Company or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by any Company or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan, or the assets thereof, or against any Company or any of its ERISA Affiliates in connection with any Employee Benefit Plan; (i) failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Code) to qualify under Section 401(a) of the Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Code; (j) the imposition of a Lien pursuant to Section 430(k) of the Code or pursuant to Section 303(k) of ERISA; (k) the occurrence of a non-exempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could reasonably be expected to result in liability to any Company or any of its ERISA Affiliates; (l) a Pension Plan is in "at risk" status within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; or (m) a Multiemployer Plan (x) is in "endangered status" (under Section 432(b)(1) of the Code or Section 305(b)(1) of ERISA) or (y) is in "critical status" (under Section 432(b)(2) of the Code or Section 305(b)(2) of ERISA).

"**Eurodollar**," when used in reference to any Loan or Borrowing, refers to whether such Loan is, or the Loans comprising such Borrowing are, bearing interest at a rate determined by reference to the Adjusted LIBO Rate; *provided* that no Loan or Borrowing bearing interest determined in accordance with

clause (d) of the definition of "Alternate Base Rate" shall be a Eurodollar Loan or a Eurodollar Borrowing.

"**Event of Default**" has the meaning set forth in Article VIII.

"**Excess Cash Flow**" means, for any Excess Cash Flow Period, the sum, without duplication, of:

(e) the sum, without duplication, of:

(i) Consolidated EBITDA for such period;

(ii) cash items of income during such period not included in calculating Consolidated EBITDA;

(iii) the decrease, if any, in the Net Working Capital from the beginning to the end of such period; and

(iv) the reversal, during such period, of any reserve established pursuant to clause (b)(i) below; *minus*

(f) the sum, without duplication, of:

(v) the amount of any cash Consolidated Tax Expense paid or payable by Borrower and its Subsidiaries with respect to such period and for which, to the extent required under GAAP, reserves have been established;

(vi) the amount of any cash Permitted Tax Distributions paid during such period;

(vii) the amount of Debt Service for such period;

(viii) permanent repayments and prepayments of Indebtedness (other than Excluded Voluntary Prepayments) made by Borrower and its Subsidiaries during such period but only to the extent that such repayments and prepayments (A) by their terms cannot be reborrowed or redrawn, (B) do not occur in connection with a refinancing of all or a portion of such Indebtedness, and (C) are funded from Internally Generated Funds;

(ix) the sum of (i) Capital Expenditures made in cash in accordance with Section 6.10 during such period, to the extent funded from Internally Generated Funds and (ii) cash consideration paid during such period to make Permitted Acquisitions to the extent funded from Internally Generated Funds;

(x) the increase, if any, in the Net Working Capital from the beginning to the end of such period;

(xi) non-recurring costs and expenses made in cash to the extent directly added back in calculating Consolidated EBITDA for such period pursuant to clauses (e), (f) and (g) of the definition thereof; and

(xii) cash items of expense (including losses) during such period not deducted in calculating Consolidated Net Income and not added back in calculating Consolidated EBITDA.

"**Excess Cash Flow Period**" means (a) the period taken as one accounting period from September 1, 2011, and ending on December 31, 2011, and (b) each fiscal year of Borrower thereafter.

"**Exchange Act**" means the Securities Exchange Act of 1934.

"**Excluded Issuance**" means (a) an issuance and sale for cash of Equity Interests (including any issuance and sale of Preferred Stock so long as such Preferred Stock is not Disqualified Stock) by Holdings to Parent, in each case, so long as no Default or Event of Default has occurred and is continuing or would result therefrom, or (b) an issuance and sale for cash of Equity Interests by any Guarantor to any other Guarantor or by any Subsidiary of Holdings that is not a Guarantor to another such Subsidiary or to a Guarantor, in each case that is not prohibited under the Loan Documents.

"**Excluded Taxes**" means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder, (a) taxes imposed on (or measured by) its net income or net profit (however denominated), franchise taxes and taxes imposed upon or measured by income, capital or net worth in each case imposed by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction described in clause (a) above.

"**Excluded Voluntary Prepayment**" means an optional principal prepayment pursuant to Section 2.09 in any fiscal year of Clement Pappas but only to the extent that such prepayment (a) is funded from Internally Generated Funds and (b) reduces the scheduled installments of principal due in respect of Loans as set forth in Section 2.08 in any subsequent fiscal year.

"**Executive Life Insurance Policies**" means those Variable Life Policies insuring each of Craig Ablin, Marc Friedant, Mark Gilmour, John Graham, Kenneth Jankowitz, Rick Jochums, Michael Luciano and Cary Reimer, provided by New England Life Insurance Company and held by US Bank, as Trustee of Clement Pappas and Company, Inc.

"**Executive Order**" has the meaning set forth in Section 3.22.

"**Existing Lien**" has the meaning set forth in Section 6.02(c).

"**Fair Market Value**" means (a) with respect to any marketable security (including Cash Equivalents that constitute marketable securities) at any date, the closing sale price of such security on the Business Day next preceding such date, as appearing in any published list of the principal United States securities exchange registered under the Exchange Act on which such security is listed, or, if such security is not listed on such exchange, the closing sale price as appearing in any published list of any other national securities exchange (including The NASDAQ Stock Market, Inc.) or, if there is no such closing sale price of such security, the final price for the purchase of such security at face value quoted on such Business Day by a financial institution of recognized standing regularly dealing in securities of such type and reasonably selected by the Administrative Agent in relation to the Term Loan Agreement, (b) with respect to cash or Cash Equivalents not constituting marketable securities, the stated value thereof, and (c) with respect to any asset (including any Equity Interests of any Person), the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset.

"**FATCA**" means Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement (or any amended or successor version of FATCA that is substantively comparable and not

materially more onerous to comply with), and any current or future regulations thereunder or official governmental interpretations thereof.

"**Federal Funds Effective Rate**" means, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary to the next 1/100th of 1%) of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

"**Fee Letter**" means the confidential Fee Letter, dated June 17, 2011, among Lassonde, Jefferies Finance LLC and Bank of Montreal, as amended, supplemented and otherwise modified by the Fee Letter Side Agreement among such Persons dated as of July 25, 2011.

"**Financial Officer**" of any Person means any of the chief financial officer, principal accounting officer, treasurer or controller of such Person.

"**FIRREA**" means the Financial Institutions Reform, Recovery and Enforcement Act of 1989.

"**Fixed Margin Amount**" means, for any interest computation period, an amount equal to the Agreed Rate of the aggregate principal amount of the Loans hereunder on the Closing Date. As used in this definition, the term "**Agreed Rate**" means 0.12% per annum or such other rate per annum (that is not less than 0.10% and not greater than 0.15%) as Borrower and the Lender may from time to time agree in writing and of which Borrower shall have given written notice to the Administrative Agent.

"**Foreign Plan**" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by any Company with respect to employees, officers or directors employed, or otherwise engaged, outside the United States.

"**Foreign Subsidiary**" means a Subsidiary that is organized under the laws of a jurisdiction other than the United States or any state thereof or the District of Columbia.

"**GAAP**" means generally accepted accounting principles in the United States, applied on a consistent basis.

"**Governmental Authority**" means any federal, state, provincial, territorial, district, cantonal, local or foreign (whether civil, criminal, military or otherwise) court, central bank or governmental agency, tribunal, authority, instrumentality or regulatory body or any subdivision thereof or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Governmental Real Property Disclosure Requirements**" means any Legal Requirement of any Governmental Authority requiring notification of the buyer, lessee, mortgagee, assignee or other transferee of any Real Property, facility, establishment or business, or any notification, registration or filing to or with any Governmental Authority, in connection with the Disposition (including any transfer of control) of any Real Property, facility, establishment or business, as may be required under any applicable Environmental Law or of any actual or threatened presence or Release in, on, into or from the Environment, or the use, disposal or handling of Hazardous Material on, at, under, from or near the Real

Property, facility, establishment or business to be sold, acquired, leased, mortgaged, assigned or transferred.

"**Guaranteed Obligations**" has the meaning set forth in Section 7.01.

"**Guarantors**" means each Person listed on Schedule 1.01(c), and each other Subsidiary of any Loan Party that is or becomes a party to this Agreement and the Security Documents pursuant to Section 5.10.

"**Hazardous Materials**" means hazardous substances, hazardous wastes, hazardous materials, polychlorinated biphenyls ("**PCBs**") or any substance or compound containing PCBs, asbestos or any asbestos-containing materials in any form or condition, lead-based paint, urea formaldehyde, pesticides, radon or any other radioactive materials including any source, special nuclear or by-product material, petroleum, petroleum products, petroleum-derived substances, crude oil or any fraction thereof, any mold, microbial or fungal contamination that poses a risk to human health or the Environment or would result in a negative impact on the condition of the Real Property or any other pollutants (including greenhouse gases), contaminants, chemicals, wastes, materials, compounds, constituents or substances, defined under, subject to regulation under, or which can give rise to liability or obligations under, any Environmental Laws.

"**Hedging Agreement**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement, and (b) any and all transactions or arrangements of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement (or similar documentation) published from time to time by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such agreement or documentation, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement (which may include a lender under the Term Loan Agreement or any Affiliate thereof).

"**Hedging Obligations**" means obligations under or with respect to Hedging Agreements.

"**Hedging Termination Value**" means, in respect of any one or more Hedging Agreements, after taking into account the effect of any netting agreements relating to such Hedging Agreements (to the extent, and only to the extent, such netting agreements are legally enforceable in Insolvency Proceedings against the applicable counterparty obligor thereunder), (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date before the date referenced in preceding clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements.

"**Holdings**" has the meaning set forth in the recitals hereto.

"**Immediate Family Member**" means with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor

"**Indebtedness**" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations of such Person evidenced by bonds, debentures, loan agreements, notes or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to Property purchased by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of Property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all Indebtedness of others secured by any Lien on Property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of (i) the Fair Market Value of such Property and (ii) the amount of the Indebtedness secured; (f) all Capital Lease Obligations, Purchase Money Obligations and Synthetic Lease Obligations of such Person; (g) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value (other than for Qualified Capital Stock of such Person) any Equity Interests of such Person, valued, in the case of a redeemable preferred Equity Interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (h) all Hedging Obligations, valued at the Hedging Termination Value thereof; (i) all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions; (j) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of Disqualified Stock and (k) all Contingent Obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) above. The Indebtedness of any Person includes the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor.

"**Indemnified Taxes**" means Taxes other than Excluded Taxes.

"**Indemnitee**" has the meaning set forth in Section 11.03(b).

"**Insolvency Laws**" means the Bankruptcy Code, and all other insolvency, bankruptcy, receivership, liquidation, conservatorship, assignment for the benefit of creditors, moratorium, rearrangement, reorganization, or similar federal or state Legal Requirements of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Insolvency Proceeding**" means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, formal or informal moratorium, composition, marshaling of assets for creditors or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each case, undertaken under United States federal or state or non-United States Legal Requirements, including the Insolvency Laws.

"**Insurance Policies**" means the insurance policies and coverages required to be maintained by each Loan Party that is an owner or lessee of Mortgaged Property with respect to the applicable Mortgaged Property pursuant to Section 5.04 and all renewals and extensions thereof.

"**Insurance Requirements**" means all provisions of the Insurance Policies, all requirements of the issuer of any of the Insurance Policies and all Orders, rules, regulations and any other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) binding upon any Loan Party that is an owner of Mortgaged Property and applicable to the Mortgaged Property or any use or condition thereof.

"**Intellectual Property**" means, as to any Person, all right, title and interest of such Person in and to all of the following, as they exist in any jurisdiction throughout the world: (i) patents (including reissued and reexamined patents), patent applications (including any divisional, continuation or continuation-in-part application thereof) and other patent rights; (ii) trademarks, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, together, in each case, with the goodwill symbolized thereby; (iii) internet domain names; (iv) copyrights in both published works and unpublished works and copyrightable subject matter; (v) computer software programs, including all source code, object code, specifications, databases, designs and documentation related to such programs; (vi) trade secrets, inventions, know-how, recipes, formulations, customer lists, plans, drawings, industrial designs and techniques, research, information and processes; (vii) other similar type of proprietary or intellectual property right; (ix) registrations or applications for registration of any of the foregoing; (viii) agreements and licenses related to any of the foregoing; and (ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

"**Intercompany Subordinated Note**" means the intercompany subordinated demand promissory note substantially in the form of Exhibit B.

"**Intercreditor Agreement**" means the intercreditor agreement, dated as of the date hereof, among the Collateral Agent, Bank of Montreal, as collateral agent under the Revolving Credit Agreement, and Jefferies Finance LLC, as Senior Collateral Agent, substantially in the form of Exhibit J, as in effect on the date hereof and thereafter as amended from time to time in accordance with the terms hereof and thereof.

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December to occur during any period in which such Loan is outstanding, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Loan with an Interest Period of more than three months' duration, each day before the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Loan, the Maturity Date and, after such maturity, on each date on which demand for payment is made.

"**Interest Period**" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as Borrower may elect; *provided* that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the

last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Internally Generated Funds**" means funds not constituting the proceeds of any Indebtedness, Debt Issuance, Equity Issuance, Asset Sale or Casualty Event (in each case, without regard to the exclusions from the definitions thereof, other than in the case of an Asset Sale only, any Disposition of assets permitted by Section 6.04(c), Section 6.05(a), Section 6.06(a), Section 6.06(d), Section 6.06(h) or Section 6.06(i)).

"**Investments**" has the meaning set forth in Section 6.04.

"**IPO**" means the first bona fide underwritten public offering by any Company of its Equity Interests after the Closing Date pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act.

"**Joinder Agreement**" means a joinder agreement substantially in the form of Exhibit 3 to the Security Agreement.

"**Judgment Currency**" has the meaning set forth in Section 11.16.

"**Judgment Currency Conversion Date**" has the meaning set forth in Section 11.16.

"**Landlord Access Agreement**" means a Landlord Access Agreement, substantially in the form of Exhibit C, or such other form as may reasonably be acceptable to the Administrative Agent.

"**Lassonde**" has the meaning set forth in the recitals hereto.

"**Leases**" means any and all leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, franchise agreements, access agreements and any other agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any Real Property.

"**Legal Requirements**" means, as to any Person, the Organizational Documents of such Person, and any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit requirement, Order or determination of an arbitrator or a court or other Governmental Authority, and the interpretation or administration thereof, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"**Lender**" has the meaning set forth in the recitals hereto; *provided*, that, following execution of the LuxCo Assignment Agreement by an assignee pursuant to Section 11.04, "Lender" shall mean the Senior Collateral Agent or any designee thereof, as the case may be.

"**Lender Hedge Agreement**" shall mean all Permitted Hedging Agreements that are intended to protect against fluctuations in interest rates entered into with any counterparty that is a Secured Party.

"**LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period therefor, the higher of (a) 1.25% per annum and (b) the rate per annum equal to the arithmetic mean (rounded to the nearest 1/100th of 1%) of the offered rates for deposits in Dollars with a term comparable to such Interest Period that appears on Reuters Screen LIBOR01 (or such other page as may replace such page on

such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market as designated by the Administrative Agent from time to time and in relation to the Term Loan Agreement) at approximately 11:00 a.m., London, England time, on the second full Business Day preceding the first day of such Interest Period; *provided*, *however*, that for the purposes of any determination pursuant to this clause (b), (i) if no comparable term for an Interest Period is available, the LIBO Rate shall be determined using the weighted average of the offered rates for the two terms most nearly corresponding to such Interest Period and (ii) if Reuters Screen LIBOR01 shall at any time no longer exist, the rate per annum pursuant with respect to each day during each Interest Period pertaining to Eurodollar Borrowings comprising part of the same Borrowing, shall be the rate per annum equal to the rate at which the Administrative Agent is offered deposits in Dollars in relation to the Term Loan Agreement at approximately 11:00 a.m., London, England time, two Business Days before the first day of such Interest Period in the London interbank market for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount comparable to its portion of the amount of such Eurodollar Borrowing to be outstanding during such Interest Period. "**Reuters Screen LIBOR01**" means the display designated on the Reuters 3000 Xtra Page (or such other page as may replace such page on such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market).

"**Lien**" means, with respect to any Property, (a) any mortgage, deed of trust, lien (statutory or other), pledge, encumbrance, claim, charge, assignment, hypothecation, deposit arrangement, security interest or encumbrance of any kind or any arrangement to provide priority or preference or any filing of any financing statement under the UCC or any other similar notice of Lien under any similar notice or recording statute of any Governmental Authority, including any easement, servitude, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, and any agreement to give any of the foregoing, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such Property, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Loan**" has the meaning set forth in Section 2.01 and shall also include any Loan made pursuant to Section 2.13. Each Loan shall be either an ABR Loan or a Eurodollar Loan.

"**Loan Documents**" means this Agreement, the Note, the Security Documents, the Intercreditor Agreement, the Subordination Agreement, each Lender Hedge Agreement, each Joinder Agreement and each other agreement, document or instrument delivered in connection with this Agreement or any other Loan Document, whether or not specifically mentioned herein or therein.

"**Loan Parties**" means Borrower and each of the Guarantors.

"**Loan Repayment Date**" means the last Business Day of each fiscal quarter of Borrower.

"**LuxCo Assignment Agreement**" means the assignment and assumption executed in blank by the Lender on Closing Date, as assignor, substantially in the form of Exhibit A, or any other form approved by the Lender and the Senior Collateral Agent.

"**LuxCo Equity Contribution**" means the contribution to the Lender by Quebec LP on the Closing Date of $2,300,000 of the proceeds of the loans made on such date in exchange for common stock of the Lender.

"**Margin Stock**" has the meaning set forth in Regulation U.

"**Material Adverse Effect**" means (a) a material adverse effect on, or material adverse change in, (i) the Acquisition or any of the other Transactions or (ii) the condition (financial or otherwise), results of operations, assets, tax and other liabilities (contingent or otherwise), material agreements, Properties, solvency, business, management, prospects or value of the Companies, taken as a whole, or the Loan Parties, taken as a whole, (b) a material impairment of the ability of the Loan Parties to fully and timely perform any of their obligations under any Loan Document, (c) a material impairment of the rights of or benefits or remedies available to the Lender or the Collateral Agent under any Loan Document, or (d) a material adverse effect on the Collateral (or any portion thereof) or the Liens in favor of the Collateral Agent (for its benefit and for the benefit of the other Secured Parties) on the Collateral or the validity, enforceability, perfection or priority of such Liens.

"**Material Agreement**" means any agreement, contract or instrument to which any Company is a party or by which any Company or any of its Properties is bound other than a Loan Document the termination or suspension of which, or the failure of any party thereto to perform its obligations thereunder, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

"**Material Indebtedness**" means, as to any Company, (a) the Indebtedness listed on Schedule 1.01(a), (b) any Indebtedness under the Revolving Credit Documents, the Term Loan Documents or the Loan Documents and (c) any other Indebtedness (other than the Loans) in an aggregate outstanding principal amount exceeding $5,000,000. For purposes of determining Material Indebtedness, the "principal amount" in respect of any Hedging Obligations of any Company at any time shall be the Hedging Termination Value thereof at such time.

"**Maturity Date**" means August 12, 2017, the date which is six years after the Closing Date or, if such date is not a Business Day, the first Business Day thereafter.

"**Maximum Rate**" has the meaning set forth in Section 11.12.

"**Merger**" has the meaning set forth in the recitals hereto.

"**MergerSub**" has the meaning set forth in the recitals hereto.

"**Moody's**" means Moody's Investors Service, Inc.

"**Mortgage**" means an agreement, including a mortgage, hypothec, deed of trust or any other document, creating and evidencing a first priority Lien (subject to Permitted Collateral Liens) on a Mortgaged Property, which shall be in form and substance reasonably satisfactory to the Collateral Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable local or foreign law or as shall be customary under applicable local or foreign Legal Requirements.

"**Mortgaged Property**" means (a) each Real Property identified on Schedule 1.01(b) hereto and (b) each Real Property, if any, which shall be subject to a Mortgage delivered after the Closing Date pursuant to Section 5.10(d).

"**Multiemployer Plan**" means a multiemployer plan within the meaning of Section 4001(a)(3) or Section 3(37) of ERISA, (a) to which any Company or any of its ERISA Affiliates is then making or accruing an obligation to make contributions, (b) to which any Company or any of its ERISA Affiliates has within the preceding six plan years made or been obligated to make contributions, or (c) with respect to which any Company could incur liability.

"**Net Cash Proceeds**" means:

(a) with respect to any Asset Sale (other than any issuance or sale of Equity Interests), an amount equal to the proceeds thereof in the form of cash, cash equivalents and marketable securities (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable, or by the sale, transfer or other Disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received) received by any Company (including cash proceeds subsequently received (as and when received by any Company) in respect of non-cash consideration initially received) net of (i) reasonable and customary selling expenses (including reasonable brokers' fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and Borrower's good faith estimate of income taxes paid or payable in connection with such sale (after taking into account any available tax credits or deductions and any tax sharing arrangements)), (ii) amounts provided as a reserve, in accordance with GAAP, against (x) any liabilities under any indemnification obligations associated with such Asset Sale or (y) any other liabilities retained by any Company associated with the Properties sold in such Asset Sale (*provided* that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds), and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money that is secured by a Lien on the Properties sold in such Asset Sale (so long as such Lien was permitted to encumber such Properties under the Loan Documents at the time of such sale) and which is repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such Properties);

(b) with respect to any (i) Debt Issuance, (ii) Equity Issuance or (iii) other issuance or sale of Equity Interests by any Company other than Holdings, an amount equal to the cash proceeds thereof received by any Company, net of reasonable and customary fees, commissions, costs and other expenses incurred in connection therewith; and

(c) with respect to any Casualty Event, an amount equal to the cash insurance proceeds, condemnation awards and other compensation received by any Company in respect thereof, net of all reasonable costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event.

"**Net Working Capital**" means, at any time, Consolidated Current Assets at such time minus Consolidated Current Liabilities at such time.

"**Note**" means the note evidencing the Loans issued pursuant to Section 2.04(e) substantially in the form of Exhibit E.

"**Obligations**" means, subject to Section 1.08, (a) all obligations of Borrower and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding), of Borrower and the other Loan Parties under the Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of Borrower and the other Loan Parties under or pursuant to the Loan Documents, in each case, whether direct or indirect

(including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

"**OFAC**" has the meaning set forth in Section 3.22.

"**Officers' Certificate**" means a certificate executed by (a) the chairman of the Board of Directors (if an officer), the chief executive officer or the president and (b) one of the Financial Officers, each in his or her official (and not individual) capacity.

"**Order**" means any judgment, decree, verdict, order, consent order, consent decree, writ, declaration or injunction.

"**Organizational Documents**" means, with respect to any Person, (a) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such Person, (b) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (c) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person (and, where applicable, the equityholders or shareholders registry of such Person), (d) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (e) in any other case, the functional equivalent of the foregoing, and (f) any shareholder, voting trust or similar agreement between or among any holders of Equity Interests of such Person; it being understood and agreed that the Stockholders' Agreement shall be deemed to be an Organizational Document of each of Parent, Holdings and Borrower.

"**Other List**" has the meaning set forth in Section 6.20.

"**Other Taxes**" means any and all present or future stamp, transfer, mortgage, gain, special district or documentary taxes or any other excise or property taxes, charges or similar levies (including interest, fines, penalties, fees, expenses and additions with respect to any of the foregoing) arising from any payment made or required to be made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

"**Parent**" means Pappas Lassonde Holdings, Inc., a Delaware corporation.

"**Patriot Act**" has the meaning set forth in Section 3.22(a).

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"**Pension Plan**" means any Employee Benefit Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Sections 412 or 430 of the Code or Section 302 of ERISA which is maintained or contributed to by any Company or any of its ERISA Affiliates or with respect to which any Company could incur liability (including under Section 4069 of ERISA).

"**Perfection Certificate**" means a perfection certificate in the form of Exhibit F-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

"**Perfection Certificate Supplement**" means a perfection certificate supplement in the form of Exhibit F-2 or any other form approved by the Collateral Agent.

"**Permitted Acquisition**" means any transaction or series of related transactions that constitutes a Permitted Acquisition under the Term Loan Agreement; *provided* that (x) the Property acquired in

connection with any such transaction shall be made subject to the Lien of the Security Documents in accordance with Section 5.10 and (y)(A) in the case of an acquisition of all or substantially all of the Property of any Person, (1) the Person making such acquisition is a Guarantor, and (2) to the extent required under the Loan Documents, including Section 5.10, upon consummation of the Permitted Acquisition, the Person being so acquired becomes a Guarantor, (B) in the case of an acquisition of all the Equity Interests of any Person, (1) the Person making such acquisition is a Guarantor and (2) to the extent required under the Loan Documents, including Section 5.10, upon consummation of the Permitted Acquisition, the Person the Equity Interests of which are being so acquired becomes a Guarantor, and (C) in the case of a merger or consolidation or any other combination with any Person, the Person surviving such merger, consolidation or other combination (1) is a Guarantor or (2) to the extent required under the Loan Documents, including Section 5.10, upon consummation of the Permitted Acquisition becomes a Guarantor.

"**Permitted Collateral Liens**" means (a) in the case of Collateral other than Mortgaged Property, Permitted Liens and (b) in the case of Mortgaged Property, "Permitted Collateral Liens" means the Liens described in clauses (a), (b), (d), (e), (g) and (m) of Section 6.02; *provided*, *however*, on the Closing Date or upon the date of delivery of each additional Mortgage under Section 5.10 or Section 5.11, Permitted Collateral Liens means only those Liens that are (i) identified on a schedule to the applicable Mortgage, (ii) excepted as being subordinate to the Lien of such Mortgage as set forth in the title insurance policy (or commitment) relating to such Mortgaged Property issued by the applicable Title Company and (iii) otherwise Permitted Liens.

"**Permitted Cure Securities**" means any Equity Interest (other than Disqualified Stock or Equity Interests contributed pursuant to the Equity Contribution Agreement) of Holdings issued to the extent (and only to the extent) necessary to fund to the Cure Right.

"**Permitted Hedging Agreement**" means any Hedging Agreement to the extent constituting a swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, commodity prices or currency exchange rates, either generally or under specific contingencies, in each case entered into in the ordinary course of business and not for speculative purposes or taking a "market view."

"**Permitted Holders**" means (a) Lassonde and its Controlled Investment Affiliates and (b) Pierre-Paul Lassonde, his Immediate Family Members and their respective Controlled Investment Affiliates, except, at any time of determination, to the extent that the aggregate amount of the outstanding voting stock of Parent owned, directly or indirectly, beneficially or of record by all Persons under clause (b) of this definition exceeds thirty-five percent (35%) of the total amount of the outstanding voting stock of Parent owned, directly or indirectly, by all Permitted Holders at such time; *provided* that in no event shall any Company or the Parent be a Permitted Holder.

"**Permitted Liens**" has the meaning set forth in Section 6.02.

"**Permitted Refinancing Debt**" means Indebtedness of Holdings, Borrower or any Subsidiary issued or incurred (including by means of the extension or renewal of existing Indebtedness) to refinance, refund, extend, renew or replace existing Indebtedness, including any existing Permitted Refinancing Debt (the "**Original Indebtedness**"); *provided* that (a) the principal amount (or the aggregate accreted value, if applicable) of such refinancing, refunding, extending, renewing or replacing Indebtedness is not greater than the principal amount (or the aggregate accreted value, if applicable) of such Original Indebtedness plus (i) the amount of any premiums or penalties and accrued and unpaid interest paid thereon and reasonable fees and expenses, in each case associated with such refinancing, refunding, extension, renewal or replacement, and (ii) the amount of existing unutilized commitments under such

Original Indebtedness (to the extent such existing unutilized commitments could then be utilized in compliance with the terms of such Original Indebtedness and this Agreement), (b) such refinancing, refunding, extending, renewing or replacing Indebtedness has final maturity that is no sooner than, and a weighted average life to maturity that is no shorter than, such Original Indebtedness, (c) if such Original Indebtedness or any guarantees thereof are subordinated to the Obligations, such refinancing, refunding, extending, renewing or replacing Indebtedness and any guarantees thereof remain so subordinated on terms no less favorable to the Lender, (d) the obligors and guarantors in respect of such Original Indebtedness immediately prior to such refinancing, refunding, extending, renewing or replacing are the only obligors and guarantors on such refinancing, refunding, extending, renewing or replacing Indebtedness (other than, for the purposes of Section 6.01(e) only, obligors and guarantors that are Loan Parties), (e) if such Original Indebtedness is secured, any Liens securing such Original Indebtedness (which shall be deemed to include Liens that are required to be provided under the terms of such Original Indebtedness, whether or not subject to a perfected security interest prior to such refinancing) are not extended to any additional Property of any Loan Party or its Subsidiary, (f) no Event of Default has occurred and is continuing at the time of issuance or incurrence or would result therefrom and (g) such refinancing, refunding, extending, renewing or replacing Indebtedness contains covenants and events of default and is benefited by guarantees if any which taken as whole are determined in good faith by Responsible Officer of Borrower to be no less favorable to Borrower or the applicable Company and the Lender in any material respect than the covenants and events of default or guarantees, if any, in respect of such Original Indebtedness.

"**Permitted Tax Distributions**" means payments, dividends or distributions by Borrower and its Subsidiaries to Holdings and by Holdings to Parent in order to pay when due and payable federal, state or local taxes which payments by, as applicable, Holdings or Parent are not exceeding the aggregate federal, state and local Tax liability (exclusive of penalties and interest) of, as applicable, Holdings or Parent, to the extent that such liability arises from the net income and gain or the revenues or income of Borrower and its Subsidiaries.

"**Person**" means any natural person, corporation, business trust, joint venture, trust, association, company (whether limited in liability or otherwise), partnership (whether limited in liability or otherwise) or Governmental Authority, or any other entity, in any case, whether acting in a personal, fiduciary or other capacity.

"**Pledgor**" means each Loan Party listed on Schedule 1.01(d), and each other Subsidiary of any Loan Party that is or becomes a party to this Agreement (in its capacity as a Guarantor) and the Security Documents pursuant to Section 5.10.

"**Preferred Stock**" means, with respect to any Person, any and all preferred or preference Equity Interests (however designated) of such Person whether now outstanding or issued after the Closing Date.

"**Preferred Stock Issuance**" means the issuance or sale by Holdings of any Preferred Stock of Holdings after the Closing Date.

"**Premises**" has the meaning assigned thereto in the applicable Mortgage.

"**Prime Rate**" means, for any day, the U.S. prime rate, as published in *The Wall Street Journal* for such day; *provided* that if *The Wall Street Journal* ceases to publish for any reason such rate of interest, "**Prime Rate**" means the prime lending rate as set forth on the Bloomberg page PRIMBB Index (or successor page) for such day (or such other service as determined by the Administrative Agent from time to time for the purpose of providing quotations of prime lending interest rates); each change in the

Prime Rate shall be effective on the date such change is effective. The prime rate is not necessarily the lowest rate charged by any financial institution to its customers.

"**Pro Forma Basis**" means, with respect to compliance with any covenant or test hereunder for any Test Period, compliance with such covenant or test after giving effect to (a) any additional Loans made pursuant to Section 2.13, (b) the Acquisition, (c) any Permitted Acquisition (to the extent not subsequently disposed of during such period), or (d) any Disposition, as if the Acquisition or such Permitted Acquisition or Disposition, and all other Permitted Acquisitions or Dispositions, and any refinancing of Indebtedness in connection therewith consummated during such period, and any Indebtedness or other liabilities incurred in connection with the Acquisition or any such Permitted Acquisition or Disposition had been consummated or, as the case may be, incurred at the beginning of such period. For purposes of this definition, (i) if any Indebtedness to be so incurred bears interest at a floating rate and is being given pro forma effect, the interest on such Indebtedness will be calculated as if the rate in effect on the last day of the applicable Test Period had been the applicable rate for the entire period (taking into account any applicable interest rate Hedging Agreements), (ii) if such Indebtedness bears, at the option of Borrower and/or any other Company, a fixed or floating rate of interest, interest thereon will be computed by applying, at the option of Borrower, either the fixed or floating rate (determined in accordance with clause (i)); and (iii) interest on Indebtedness under a revolving credit facility will be computed based upon the average daily balance of such Indebtedness during such period.

"**Property**" means any right, title or interest in or to property or assets of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible and including Intellectual Property and Equity Interests of any other Person owned by the Person in question and whether now in existence or owned or hereafter entered into or acquired, including all Real Property, cash, securities, accounts, revenues and contract rights.

"**Purchase Money Obligation**" means, for any Person, the obligations of such Person in respect of Indebtedness (including Capital Lease Obligations and Synthetic Lease Obligations) incurred for the purpose of financing all or any part of the purchase price of any Property (including Equity Interests of any Person) or the cost of installation, construction or improvement of any Property; *provided*, *however*, that (a) such Indebtedness is incurred within 90 days after completion of such acquisition, installation, construction or improvement of such Property by such Person and (b) the amount of such Indebtedness does not exceed 100% of the cost of such acquisition, installation, construction or improvement, as the case may be.

"**Qualified Capital Stock**" of any Person means any Equity Interests of such Person that are not Disqualified Stock.

"**Qualified Excluded Issuance**" means an Excluded Issuance solely to the extent the Net Cash Proceeds thereof are used within 90 days following the date of such Excluded Issuance to finance (a) Capital Expenditures, (b) one or more Permitted Acquisitions or (c) the working capital adjustment described in Section 6.08(e), to the extent required thereby.

"**Quebec LP**" has the meaning set forth in the recitals hereto.

"**Real Property**" means all right, title and interest (including any leasehold, fee, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments, attachments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other Property and rights incidental to the ownership, lease or operation thereof.

"**Refinancing**" means the repayment in full of, the termination of any commitment to make extensions of credit under, all of the outstanding indebtedness of any Loan Party as of the date hereof listed on Schedule 1.01(e), including the payment of all principal, prepayment premiums, accrued interest, fees and any commissions, costs and expenses in connection with the foregoing and the release of all guarantees and security in respect thereof.

"**Register**" has the meaning set forth in Section 11.04(c).

"**Regulation D**" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation T**" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Person**" means, with respect to any Person, (a) each Affiliate of such Person and each of the officers, directors, partners, trustees, employees, affiliates, shareholders, Advisors, agents, attorneys-in-fact and Controlling Persons of each of the foregoing, and (b) if such Person is the Collateral Agent, each other Person designated, nominated or otherwise mandated by or assisting the Collateral Agent pursuant to Section 10.05 or any comparable provision of any Loan Document.

"**Release**" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Materials in, into, onto, from or through the Environment or any Real Property (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials).

"**Response**" means (a) "response" as such term is defined in CERCLA, 42 U.S.C. § 9601(25), or (b) all other actions required by any Governmental Authority or voluntarily undertaken to (i) clean up, remove, treat, remediate, contain, assess, abate, monitor or in any other way address any Hazardous Materials at, in, on, under or from any Real Property, or otherwise in the Environment, (ii) prevent, stop, control or minimize the Release or threat of Release, or minimize the further Release, of any Hazardous Material, or (iii) perform studies, investigations, maintenance or monitoring in connection with, following, or as a precondition to or to determine the necessity of, the actions set forth in clause (i) or (ii) above.

"Responsible Officer" of any Person means any Person means any executive officer or Financial Officer of such Person and any other officer or similar official thereof with significant responsibility for the administration of the obligations of such Person in respect of this Agreement.

"Restricted Indebtedness" means Indebtedness of any Company, the payment, prepayment, repurchase, defeasance or acquisition for value of which is restricted under Section 6.11.

"Restricted Payment" means (a) any Dividend, (b) any payment in respect of fees or other amounts payable by any Company to any Permitted Holder or its Affiliates and (c) any payment (whether in cash, securities or other Property, including any sinking fund or similar deposit) with respect to

principal, interest (other by the accretion or capitalization of interest as principal), fees, premiums, costs, expenses or other amounts due in respect of any Subordinated Indebtedness.

"**Revolving Credit Agreement**" means the Credit Agreement, dated as of the date hereof, among Borrower, as borrower, the Lenders party thereto and BMO Harris Bank N.A., as administrative agent.

"**Revolving Credit Documents**" means the Revolving Credit Agreement, the "Collateral Documents," as defined in the Revolving Credit Agreement, and all other documents, guarantees, instruments and agreements executed and delivered with respect to the foregoing.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc.

"**Sale and Leaseback Transaction**" has the meaning set forth in Section 6.03.

"**Sarbanes-Oxley Act**" means the United States Sarbanes-Oxley Act of 2002.

"**SEC**" means the United States Securities and Exchange Commission and any Governmental Authority succeeding to any or all of the functions thereof.

"**Secured Obligations**" means (a) the Obligations and (b) the due and punctual payment and performance of all obligations of Borrower and the other Loan Parties owed to a Secured Party under each Permitted Hedging Agreement intended to protect against fluctuations in interest rates entered into with such Secured Party as a counterparty.

"**Secured Parties**" means:

(a) with respect to the Obligations, the Collateral Agent and the Lender; and

(b) with respect to obligations under Permitted Hedging Agreements intended to protect against fluctuations in interest rates, the Collateral Agent, the Lender and each counterparty to a Permitted Hedging Agreement relating to the Loans (unless such counterparty is a lender under the Revolving Credit Agreement) if (i) at the date of entering into such Hedging Agreement such counterparty was the Collateral Agent, a lender under the Term Loan Agreement or an Affiliate of the Collateral Agent or any such lender, and (ii) such counterparty executes and delivers to the Collateral Agent a letter agreement in form and substance acceptable to the Collateral Agent pursuant to which such counterparty (x) appoints the Collateral Agent as its agent under the applicable Loan Documents and (y) agrees to be bound by the provisions of Section 10.03, Section 11.03 and Section 11.09 as if it were the Lender.

"**Securities Act**" means the Securities Act of 1933.

"**Securities Collateral**" means all Equity Interests pledged as Collateral pursuant to the Security Agreement.

"**Security Agreement**" means a pledge and security agreement, substantially in the form of Exhibit G among the Loan Parties party thereto from time to time and the Collateral Agent for the benefit of the Secured Parties, as the same may be supplemented, amended or otherwise modified from time to time, including by one or more Joinder Agreements.

"**Security Agreement Collateral**" means all Property pledged or granted as Collateral pursuant to the Security Agreements delivered on the Closing Date or thereafter pursuant to Section 5.10.

"**Security Documents**" means the Security Agreement, each Mortgage, each Control Agreement, each Landlord Access Agreement and each other security document or pledge agreement delivered in accordance with applicable local or foreign Legal Requirements to grant a valid, enforceable, perfected security interest (with the priority required under the Loan Documents) in any Property as collateral for the Secured Obligations, and all UCC, or other financing statements or instruments of perfection required by this Agreement, any Security Agreement, any Mortgage, any Control Agreement or any other such security document or pledge agreement to be filed or registered with respect to the security interests in Property created pursuant to any Security Agreement, any Mortgage, any Control Agreement and any other document or instrument utilized to pledge any Property as collateral for the Secured Obligations.

"**Sellers**" has the meaning set forth in the recitals hereto.

"**Senior Collateral Agent**" means the "Collateral Agent" under and as defined in the Term Loan Agreement.

"**Solvency Certificate**" has the meaning set forth in clause (f) of Article IV.

"**Specified Representations**" means the following: (a) such of the representations and warranties made by the Target in the Acquisition Documents that are material to the interests of the Lenders, but only to the extent that Holdings, MergerSub, Lassonde or any of their respective Affiliates has the right to terminate its obligations under the Acquisition Agreement as a result of a breach of such representations and warranties in the Acquisition Agreement, (b) the representations and warranties set forth in Section 3.01(a), Section 3.01(b) (as to the execution, delivery and performance of the Loan Documents only), 3.02, 3.03(a), (b), (c)(y) and (d), 3.07(d), 3.08(a), 3.10, 3.11, 3.12, 3.16, 3.20, 3.22 and 3.23 and (c) the representations and warranties set forth in Sections 4.2 and 4.9 of the Security Agreement.

"**Statutory Reserves**" means, for any day during any Interest Period for any Eurodollar Borrowing, the average maximum rate (expressed as a decimal) at which liquid assets, reserves or similar requirements (including any marginal, supplemental, special or emergency reserves or other requirements) are required to be maintained or fees or other levies are required to be paid, during such Interest Period under regulations issued from time to time, including Regulation D (the "**Reserve Regulations**"), for member banks of the United States Federal Reserve System in New York City with deposits exceeding one billion Dollars against or by reference to Eurocurrency funding liabilities (currently referred to as "Eurocurrency liabilities" (as such term is used in Regulation D)). Eurodollar Borrowings shall be deemed to constitute Eurodollar liabilities and to be subject to such reserve, liquid asset, fee, levy or similar requirements without benefit of or credit for proration, exceptions or offsets which may be available from time to time to the Lender under any applicable law, including the Reserve Regulations. The Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve, liquid asset, fee levy or similar requirement.

"**Stockholders' Agreement**" means the Stockholders' Agreement dated as of the date hereof among Parent, Holdings, Borrower, 3346625 Canada Inc., a Canadian corporation, Lassonde (U.S.A.) Inc., a Canadian corporation, Quebec LP and the other shareholders of Parent from time to time party thereto.

"**Subordinated Indebtedness**" means Indebtedness of any Company that is (or purports to be) by its terms subordinated in right of payment to all or any portion of the Obligations.

"**Subordination Agreement**" means a subordination agreement, substantially in the form of Exhibit D, among the Collateral Agent, Quebec LP and Jefferies Finance LLC, as administrative agent under the Term Loan Agreement.

"**Subsidiary**" means, with respect to any Person (the "**parent**") at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, (b) any other corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (c) any partnership (i) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (ii) the only general partners of which are the parent and/or one or more subsidiaries of the parent and (d) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent. Unless the context requires otherwise, "**Subsidiary**" refers to a Subsidiary of Borrower.

"**Survey**" means an ALTA/ACSM (including a certificate of location) of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the state, country, province or territory where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months before the date of delivery thereof unless there shall have occurred within six months before such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of applicable Legal Requirements or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days before such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, (iii) certified by the surveyor (in a manner reasonably acceptable to the Collateral Agent) to the Lender, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue endorsements that are reasonably acceptable to the Collateral Agent or (b) otherwise reasonably acceptable to the Collateral Agent.

"**Synthetic Lease**" means, as to any Person, (a) any lease (including leases that may be terminated by the lessee at any time) of any Property (i) that is accounted for as an operating lease under GAAP and (ii) in respect of which the lessee retains or obtains ownership of the Property so leased for U.S. or foreign federal income tax purposes, other than any such lease under which such Person is the lessor or (b) (i) a synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of Property (including a Sale and Leaseback Transaction), in each case under this clause (b), creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Insolvency Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"**Synthetic Lease Obligations**" means, as to any Person, an amount equal to the capitalized amount of the remaining lease payments under any Synthetic Lease that would appear on a balance sheet of such Person in accordance with GAAP if such obligations were accounted for as Capital Lease Obligations.

"Target" has the meaning set forth in the recitals hereto.

"**Tax Returns**" means all returns, statements, filings, attachments and other documents or certifications filed or required to be filed in respect of Taxes.

"**Taxes**" means (a) any and all present or future taxes, duties, levies, imposts, assessments, fees, deductions, withholdings or other similar charges, whether computed on a separate, consolidated, unitary, combined or other basis and any and all liabilities (including interest, fines, penalties or additions to taxes, duties, levies, imposts, assessments, fees, deductions, withholdings or other similar charges) with respect to any of the foregoing) with respect to the foregoing, and (b) any transferee, successor, joint and several, contractual or other liability (including liability pursuant to Treasury Regulation § 1.1502-6 (or any similar provision of state, local or non-U.S. law)) in respect of any item described in clause (a).

"**Term Loan Agreement**" means the term loan agreement dated the date hereof among Quebec LP as borrower, the guarantors party thereto, the Lenders party thereto, Jefferies Finance LLC, and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and joint book managers, Jefferies Finance LLC, as administrative agent and documentation agent for the Lenders and as collateral agent for the secured parties and Bank of Montreal, as syndication agent as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Term Loan Documents**" means, collectively, the Term Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other Person to, with or in favor of any "Secured Party" (as defined in the Term Loan Agreement") in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured.

"**Termination Date**" means the date on which (a) all Commitments have been permanently terminated, (b) all Loans and all other Secured Obligations (except unmatured contingent obligations for which no claim has been asserted) have been paid in full in cash or immediately available funds and (c) all Lender Hedge Agreements have been terminated and no Hedging Obligations thereunder shall be outstanding.

"**Test Period**" means, at any time, the four consecutive fiscal quarters of Borrower then ending or then last ended, as the case may be (in each case taken as one accounting period), for which financial statements are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b) of the Term Loan Agreement.

"**Title Company**" means any title insurance company as shall be retained by Borrower and reasonably acceptable to the Collateral Agent.

"**Title Policy**" means any policy of title insurance (or marked up title insurance commitment having the effect of a policy of title insurance) insuring the Lien of any Mortgage as a valid first mortgage Lien on the Mortgaged Property and fixtures described therein in an amount reasonably required by the Collateral Agent, which policy (or such marked-up commitment) shall (a) be issued by a Title Company, and (b) be in form and substance acceptable to the Collateral Agent.

"**Total Leverage Ratio**" means, at any time, the ratio of (a) Consolidated Indebtedness at such time to (b) Consolidated EBITDA for the Test Period then most recently ended.

"**Transaction Documents**" means the Acquisition Documents, the Revolving Credit Documents, the Convertible Loan Documents, the Term Loan Documents, the Loan Documents and the Equity Contribution Agreement.

"**Transactions**" means the transactions to occur pursuant to, or contemplated by, the Transaction Documents, including (a) the consummation of the Acquisition, including the Merger, (b) the execution, delivery and performance of the Term Loan Documents and the making of the initial loans thereunder, (c)

the execution, delivery and performance of the Convertible Loan Documents and the making of the initial loans and advances thereunder and the making of the LuxCo Equity Contribution, in each case with the proceeds of the loans under the Term Loan Documents, (d) the execution, delivery and performance of the Loan Documents and the making of the initial loans and advances hereunder with the proceeds of the loans under the Convertible Loan Documents and the LuxCo Equity Contribution, (e) the execution, delivery and performance of the Revolving Credit Documents and the making of the initial loans thereunder in an aggregate principal amount not to exceed the amount set forth in paragraph (d)(iv) of Article IV of the Term Loan Agreement, (f) the Equity Financing, (g) the Refinancing and (h) the payment of all related prepayment premiums, accrued interest, fees, commissions, costs and expenses to be paid on or before the Closing Date owing in connection with any of the foregoing.

"**Transferred Guarantor**" has the meaning set forth in Section 7.09.

"**Type**" means, when used in reference to any Loan or Borrowing, a reference to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined on the basis of Adjusted LIBO Rate or the Alternate Base Rate.

"**UCC**" means the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

"**Unfunded Pension Liability**" means the excess of a Pension Plan's benefit liabilities over the current value of that Pension Plan's assets, as determined on the latest valuation date for the Pension Plan, and in accordance with the actuarial assumptions used for funding the Pension Plan pursuant to Sections 412 and 430 of the Code or Sections 302 or 303 of ERISA for the applicable plan year.

"**United States**" and "**U.S.**" means the United States of America.

"**Voting Stock**" means, with respect to any Person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such Person.

"**Wholly Owned Subsidiary**" means, as to any Person, (a) any corporation 100% of whose capital stock (other than directors' qualifying shares to the extent required under applicable Legal Requirements) is at the time owned by such Person and/or one or more Wholly Owned Subsidiaries of such Person and (b) any partnership, association, joint venture, limited liability company or other entity in which such Person and/or one or more Wholly Owned Subsidiaries of such Person have a 100% equity interest (other than directors' qualifying shares to the extent required under applicable Legal Requirements) at such time.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (*e.g.*, a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "asset" and "Property" shall be construed to have the same meaning and effect. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended,

supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. This Section 1.03 shall apply, *mutatis mutandis*, to all Loan Documents.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect as of the date hereof. If at any time any change in GAAP or the application thereof would affect the computation of any financial ratio set forth in any Loan Document or any financial definition of any other provision of any Loan Document, and Borrower, such ratio or requirement shall be deemed to be amended in the same manner as any amendment to any equivalent ratio or requirement in the Term Loan Agreement; *provided* that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP before such change. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Company at "fair value", as defined therein.

Section 1.05 Pro Forma Calculations. With respect to any Test Period during which any additional Loans are made pursuant to Section 2.13 or the Acquisition, any Permitted Acquisition or any Disposition occurs as permitted pursuant to the terms hereof, the financial covenants set forth in Section 6.10 and the Total Leverage Ratio for purposes of determining the Applicable Margin (if applicable) shall be calculated with respect to such period and such increase in the Commitment, the Acquisition, such Permitted Acquisition or Disposition on a Pro Forma Basis.

Section 1.06 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.07 Resolution of Drafting Ambiguities. Each Loan Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof or thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 1.08 Relationship between Loan Documents and Term Loan Documents. Notwithstanding anything herein to the contrary:

(a) To the extent that any payment in cash of principal with respect to loans advanced under the Term Loan Agreement is made other than with the proceeds of a principal repayment

hereunder, whether by reason of exercise of remedies under any guaranty or by reason of exercise of remedies under any mortgage, security agreement or other security instrument, such payment shall constitute a credit against the Borrowings hereunder in an equivalent amount and in equivalent order and manner as the principal repayments under the Term Loan Agreement.

(b) To the extent that any payment in cash is made with respect to non-principal obligations under the Term Loan Documents in respect of which Borrower is required to make corresponding payments to the Lender hereunder (for the purpose of, directly or indirectly, making such payments under the Term Loan Document), whether by reason of exercise of remedies under any guaranty or by reason of exercise of remedies under any mortgage, security agreement or other security instrument, such payment shall constitute a credit against the obligations of Borrower with respect thereto.

ARTICLE II
THE CREDITS

Section 2.01 Commitment. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, the Lender agrees to make a term loan to Borrower on the Closing Date in the aggregate principal amount equal to its Commitment (collectively, the "**Loans**"). Amounts paid or prepaid in respect of Loans may not be reborrowed.

Section 2.02 Loans. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lender. Any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of $500,000 and not less than $500,000 or (ii) equal to the remaining available balance of the Commitment.

(b) Subject to Section 2.10, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as determined pursuant to Section 2.03 and Section 2.07. The Lender may at its option make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of the Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Lender to make such Loan and Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; *provided* that Borrower shall not be entitled to request any Borrowing that, if made, would result in more than five Eurodollar Borrowings outstanding hereunder at any one time. For purposes of the foregoing, Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) The Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Lender may designate (and the Lender may apply cash collateral provided for this purpose) not later than 10:00 a.m., New York City time, and the Lender shall promptly credit the amounts so received to an account as directed by Borrower in writing from time to time or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the Lender within two Business Days.

(d) Notwithstanding any other provision of this Agreement, Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03 Borrowing Procedure. Borrower shall be deemed to have requested a Borrowing hereunder immediately upon Quebec LP making a borrowing request in writing pursuant to

Section 2.03 or Section 2.08, as applicable, of the Term Loan Agreement. The aggregate amount of such Borrowing, the date thereof, whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing and the initial Interest Period to be applicable thereto (in the case of a Eurodollar Borrowing) shall be identical to such requested borrowing under the Term Loan Agreement (whether selected by Quebec LP thereunder or deemed to apply in accordance with the terms of the Term Loan Agreement).

Section 2.04 Evidence of Debt; Repayment of Loans. (a) Borrower hereby unconditionally promises to pay to the Lender, the principal amount of each Loan as provided in Section 2.08.

(b) The Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of Borrower to the Lender resulting from each Loan made by the Lender from time to time, including the amounts of principal and interest payable and paid to the Lender from time to time under this Agreement.

(c) The Lender shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to the Lender hereunder, and (iii) the amount of any sum received by the Lender.

(d) The entries made in the accounts maintained pursuant to Section 2.04(b) and Section 2.04(c) shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligations of Borrower and the other Loan Parties to pay, and perform, the Obligations in accordance with the Loan Documents.

(e) The Lender by written notice to Borrower may request that Loans made by it be evidenced by a promissory note. In such event (and, in any event, on the Closing Date), Borrower shall promptly (and, in all events, within five Business Days of receipt of such request, or the Closing Date in the case of the Note to be delivered on such date) prepare, execute and deliver to the Lender a promissory note payable to the Lender in the form of Exhibit E. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 11.04) be represented by one or more Notes in such form.

(f) Notwithstanding anything to the contrary herein, any payment of the Term Loan Agreement pursuant to any guarantee thereof shall be deemed to be a payment of the Loans hereunder in an equivalent amount and the amount of the Loans outstanding hereunder shall be reduced accordingly.

Section 2.05 Interest on Loans. (a) Subject to the provisions of Section 2.05(c), the Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin in effect from time to time plus the Fixed Margin Amount for the period of determination.

(b) Subject to the provisions of Section 2.05(c), the Loans comprising each Eurodollar Borrowing shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin in effect from time to time plus the Fixed Margin Amount for such Interest Period.

(c) Notwithstanding the foregoing, at any time that a Default or an Event of Default has occurred and is continuing, all Obligations shall bear interest, after as well as before judgment, at a per annum rate equal to (i) in the case of principal of, or interest on, any Loan, 2.0% plus the rate

otherwise applicable to such Loan as provided in Section 2.05(a) and Section 2.05(b) or (ii) in the case of any other Obligation, 2.0% plus the rate applicable to ABR Loans as provided in Section 2.05(a) (in either case, the "**Default Rate**").

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that (i) interest accrued pursuant to Section 2.05(c) (including interest on past due interest) and all interest accrued but unpaid on or after the Maturity Date shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan before the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Prime Rate or the Fixed Margin Amount shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day); *provided* that any Loan that is repaid on the same day on which it is made shall bear interest for one day. The applicable Alternate Base Rate, Adjusted LIBO Rate or Fixed Margin Amount shall be determined in accordance with the provisions of this Agreement and such determination shall be conclusive absent manifest error. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any Insolvency Proceeding.

Section 2.06 Termination and Reduction of Commitment. (a) The Commitment available on the Closing Date shall automatically terminate at 5:00 p.m., New York City time, on the Closing Date. Any reduction of the "Commitment" under the Term Loan Agreement shall be deemed automatically to reduce the Commitment hereunder in an equal amount. Any termination or reduction of the Commitment shall be permanent.

Section 2.07 Interest Conversion and Continuation. Each Borrowing initially shall be of the Type and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period determined in accordance with Section 2.03. Thereafter, upon the continuation or conversion of any "borrowing" under the Term Loan Agreement in accordance with to Section 2.08 and/or Section 2.11 thereof, the corresponding Borrowing hereunder shall be converted or continued in an identical manner.

Section 2.08 Amortization of Borrowings. (a) On each Loan Repayment Date, Borrower shall pay to the Lender, in equal installments in an aggregate principal amount of 0.25% of the aggregate principal amount of the Loans borrowed on the Closing Date (as adjusted from time to time pursuant to Section 2.09(f) and in connection with any additional Loans made pursuant to Section 2.13, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) To the extent not previously irrevocably paid in full in cash, all Loans shall be due and payable on the Maturity Date.

Section 2.09 Optional and Mandatory Prepayments of Loans. (a) Optional Prepayments. Borrower shall have the right at any time and from time to time, subject to the Intercreditor Agreement, to prepay any Borrowing, in whole or in part, subject to the requirements of this Section 2.09; *provided* that each partial prepayment shall be in an amount that is an integral multiple of $500,000 and not less than $500,000 or, if less, the outstanding principal amount of such Borrowing.

(b) Asset Sales. Not later than five Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by any Company, subject to the Intercreditor Agreement, Borrower shall apply an aggregate amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with Section 2.09(g); *provided* that:

(i) so long as no Default shall then exist or would arise therefrom, such proceeds shall not be required to be so applied on such date to the extent that Borrower shall have delivered an Officers' Certificate to the Administrative Agent on or before such date stating that such Net Cash Proceeds are reasonably expected to be reinvested in fixed or capital assets of any Loan Party within 270 days following the date of such Asset Sale (which Officers' Certificate shall set forth the estimates of the proceeds to be so expended); *provided* that, if the Property subject to such Asset Sale constituted Collateral, then all Property purchased or otherwise acquired with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the first priority perfected Lien (subject to Permitted Collateral Liens) of the applicable Security Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 5.10 and Section 5.11; and

(ii) if all or any portion of such Net Cash Proceeds is not so reinvested within such 270-day period, such unused portion shall be applied on the last day of such period as a mandatory prepayment as provided in this Section 2.09(b).

(c) Debt Issuance or Preferred Stock Issuance. Not later than one Business Day following the receipt of any Net Cash Proceeds of any Debt Issuance or Preferred Stock Issuance by Holdings or its Subsidiaries, Borrower shall make prepayments in accordance with Section 2.09(g) in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(d) Equity Issuance. (i) Not later than five Business Days following the receipt of any Net Cash Proceeds of any Equity Issuance, Borrower shall make prepayments in accordance with Section 2.09(g) in an aggregate principal amount equal to 50% of such Net Cash Proceeds and (ii) not later than three Business Days following the receipt of any Net Cash Proceeds of any Permitted Cure Securities, Borrower shall make prepayments in prepayments in accordance with Section 2.09(g) in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(e) Casualty Events. Not later than five Business Days following the receipt of any Net Cash Proceeds from a Casualty Event by any Company, subject to the Intercreditor Agreement, Borrower shall apply an amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with Section 2.09(g); *provided* that:

(i) so long as no Event of Default shall then exist or would arise therefrom, such proceeds shall not be required to be so applied on such date to the extent that Borrower shall have delivered an Officers' Certificate to the Administrative Agent on or before such date stating that such proceeds are expected to be used to repair, replace or restore any Property in respect of which such Net Cash Proceeds were paid or to reinvest in fixed or capital assets of any Loan Party, no later than 270 days following the date of receipt of such proceeds (which Officers' Certificate shall set forth the estimates of the proceeds to be so expended); *provided* that (A) if the Property subject to such Casualty Event constituted Collateral, then all Property purchased or otherwise acquired with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the first priority perfected Lien (subject to Permitted Liens) of the applicable Security Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 5.10 and Section 5.11; and (B) if such Company has commenced such repair, replacement or restoration within such 270-day period and has

prosecuted same diligently, the Administrative Agent under the Term Loan Agreement may in its sole discretion at the written request of such Company extend such 270-day period to permit completion of such repair, replacement or restoration so long as such Company continues to diligently prosecute same; and

(ii) if all or any portion of such Net Cash Proceeds shall not be so applied within such 270-day period, such unused portion shall be applied on the last day of such period as a mandatory prepayment as provided in this Section 2.09(e).

(f) Excess Cash Flow. No later than five Business Days after the date that is the earlier of (i) 90 days after the end of each Excess Cash Flow Period and (ii) the date on which the financial statements of Borrower and its Subsidiaries with respect to such fiscal year in which such Excess Cash Flow Period occurs are delivered pursuant to Section 5.01(a) of the Term Loan Agreement, Borrower shall make prepayments in accordance with Section 2.09(g) in an aggregate principal amount equal to (A) the following percentage of Excess Cash Flow for the Excess Cash Flow Period then ended based on the Total Leverage Ratio at the end of such Excess Cash Flow Period:

Total Leverage Ratio	**Percentage of Excess Cash Flow**
Greater than or equal to 2.50 to 1.00	75%
Less than 2.50 to 1.00	50%

minus (B) the aggregate amount of Excluded Voluntary Prepayments made during such Excess Cash Flow Period.

(g) Application of Prepayments.

(i) Any prepayments of Loans pursuant to Section 2.09(b) through (f) shall be applied *first* to reduce scheduled payments required under Section 2.08(a) for the next four scheduled Loan Repayment Dates in direct order of maturity and, thereafter, on a *pro rata* basis among the payments remaining to be made on each Loan Repayment Date. Prepayments and repayments of Loans pursuant to this Section 2.09 shall be applied to the Borrowings in the same manner as the proceeds thereof shall be applied, directly or indirectly, to repay or prepay loans under the Term Loan Agreement (which which application shall occur substantially concurrently with the prepayment or repayment hereunder). Prepayments shall be accompanied by accrued interest to the extent required by Section 2.05.

(ii) Amounts to be applied pursuant to this Section 2.09 to the prepayment of Loans shall be applied, as applicable, first to reduce outstanding ABR Loans. Any amounts remaining after each such application shall be applied to prepay Eurodollar Loans.

(h) No Consent. Notwithstanding anything in this Agreement to the contrary, the mandatory prepayments required pursuant to Section 2.09(b) through (f) above shall not be deemed to constitute a consent to any Asset Sale, Debt Issuance, Preferred Stock Issuance, Equity Issuance or Casualty Event not otherwise expressly permitted pursuant to Article VI hereof.

Section 2.10 Increased Costs; Change in Legality. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against Property of, deposits with or for the account of, or credit extended by or participated in by, the Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject the Lender to any Tax of any kind whatsoever with respect to this Agreement or any Eurodollar Loan made by it, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.12 and the imposition of, or any change in the rate of, any Excluded Tax payable by the Lender); or

(iii) impose on the Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Loans made by the Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to the Lender or the Lender's holding company, if any, then Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered, it being understood that, to the extent duplicative of the provisions of Section 2.12, this Section 2.10 shall not apply to Taxes. The protection of this Section 2.10 shall be available to the Lender regardless of any possible contention of the invalidity or inapplicability of the Change in Law that shall have occurred or been imposed.

(b) If the Lender determines (in good faith, but in its sole absolute discretion) that any Change in Law regarding Capital Requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Commitment of the Lender or the Loans made by the Lender, to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time Borrower will pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's holding company, for any such reduction suffered.

(c) A certificate of the Lender setting forth in reasonable detail the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in Section 2.10(a) or Section 2.10(b) shall be delivered to Borrower and shall be conclusive and binding absent manifest error. Borrower shall pay the Lender the amount shown as due on any such certificate within three Business Days after receipt thereof.

(d) Failure or delay on the part of the Lender to demand compensation pursuant to this Section 2.10 shall not constitute a waiver of the Lender's right to demand such compensation; *provided* that Borrower shall not be required to compensate the Lender for any amount incurred more than 180 days prior to the date that the Lender notifies Borrower of the event that gives rise to such claim; provided, further, that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for the Lender to make or maintain any Eurodollar Loan or to give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan, then the Lender and Senior Collateral Agent shall agree on an alternative lawful interest rate that most closely approximates the

interest payable on Eurodollar Loans under the Term Loan Agreement and the Lender shall notify Borrower thereof in writing.

Section 2.11 Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest or fees or of amounts payable under Section 2.10 or Section 2.12, or otherwise) on or before the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, before 1:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff, deduction or counterclaim. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments (except for interest payments hereunder constituting the Fixed Margin Amount) shall be made to the Lender by payment thereof into the Blocked Account. If any payment under any Loan Document shall be due on a day that is not a Business Day, unless specified otherwise, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) *first*, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) *second*, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

Section 2.12 Taxes. (a) Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction, reduction or withholding for any and all Indemnified Taxes or Other Taxes; *provided* that if any Indemnified Taxes or Other Taxes are required to be deducted, reduced or withheld from such payments under applicable Legal Requirements, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions, reductions or withholdings applicable to additional sums payable under this Section 2.12) the Lender receives an amount equal to the sum it would have received had no such deductions, reductions or withholdings been made, (ii) Borrower shall make or cause to be made such deductions, reductions or withholdings and (iii) Borrower shall timely pay or cause to be paid the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Legal Requirements.

(b) In addition, but without duplicating obligations pursuant to subsection (a) above, Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Legal Requirements.

(c) Without duplicating obligations pursuant to subsection (a) or (b) above, Borrower shall indemnify the Lender, within ten Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Lender on or with respect to any payment by or on account of any obligation of Borrower hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.12) and any penalties, interest and expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by the Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes and in any event within 30 days following any such payment being due, by or on behalf of Borrower to a Governmental Authority, Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender. If Borrower fails to pay or cause to be paid any Indemnified Taxes or Other Taxes when due to the appropriate Governmental Authority or fails to remit to the Collateral Agent the required receipts or other documentary evidence, Borrower shall indemnify the Collateral Agent and the Lender for any incremental Taxes or expenses that may become payable by the Lender, as the case may be, as a result of any such failure.

(e) The Lender shall deliver to Borrower, at the time or times prescribed by applicable Legal Requirements, such properly completed and executed documentation prescribed by applicable Legal Requirements or reasonably requested by Borrower as will permit payments to be made hereunder or under any other Loan Document without withholding or at a reduced rate of withholding. Without limiting the generality of the foregoing, the Lender shall to the extent requested by Borrower (i) furnish two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8BEN (or successor form) (and all requisite supporting documentation requested by Borrower) certifying to the Lender's legal entitlement to an exemption or reduction from U.S. federal withholding tax with respect to all interest payments hereunder, and (ii) to the extent it may lawfully do so at such times, upon reasonable request by Borrower, provide a new Form W-8BEN (or successor form) upon the expiration or obsolescence of any previously delivered form to reconfirm any complete exemption from, or any entitlement to a reduction in, U.S. federal withholding tax with respect to any interest payment hereunder. If reasonably requested by Borrower, the Lender shall (and shall cause other Persons acting on its behalf to) take any action (including entering into an agreement with the Internal Revenue Service) and comply with any information gathering and reporting requirements, in each case, that are required to obtain the maximum available exemption from U.S. federal withholding taxes under FATCA, with respect to payments received by or on behalf of the Lender.

(f) The Lender shall promptly (A) notify Borrower of any change in the Lender's circumstances which would modify or render invalid any previously delivered form or documentation or any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of the Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Legal Requirements of any jurisdiction that the Borrower make any withholding or deduction for Taxes from amounts payable to the Lender. If the Lender has delivered a form required herein, the Lender shall, upon the reasonable request of the Borrower, deliver to the Borrower additional copies of such form (or successor thereto) on or before the date such form expires or becomes obsolete.

(g) Treatment of Certain Refunds. If the Lender determines, in its sole discretion, that it has received a refund (or a credit against its future Tax liability in lieu of a refund) of any Taxes or Other Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section, it shall pay to such Loan Parties an amount equal to such refund or credit in lieu of a refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Parties under this Section with respect to the Taxes or Other Taxes giving rise to such refund or credit in lieu of a refund), net of all reasonable and documented out-of-pocket expenses incurred by the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit in lieu of a refund); *provided* that such Loan Parties, upon the request of the Lender, agree to repay the amount paid over to such Loan Parties (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority and delivers to such Loan Parties evidence reasonably satisfactory to such Loan Parties of such repayment. This

subsection shall not be construed to require the Lender to make available its Tax Returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(h) Without prejudice to the survival of any other agreement of any of the Loan Parties hereunder or under any other Loan Document, the agreements and obligations of the Loan Parties contained in this Section 2.12 shall survive the termination of this Agreement.

Section 2.13 Additional Borrowings. If loans are advanced under the Term Loan Agreement pursuant to Section 2.17 thereof and the proceeds thereof are on-lent to the Lender pursuant to Section 2.07 of the Convertible Loan Agreement and/or contributed to the Lender as a cash contribution in consideration for Qualified Capital Stock of the Lender, the Lender shall immediately advance all the proceeds of the foregoing to Borrower as Borrowings of the same Types, in the same amounts and having the same Interest Periods (in the case of Eurodollar Loans) as the loans so advanced under the Term Loan Agreement. The Lender is expressly permitted to amend (or amend and restate) the Loan Documents to the extent necessary or appropriate to give effect to any such Loans. The acceptance by Borrower of the proceeds of such Loans shall constitute a representation and warranty by Borrower and each other Loan Party that on the date of such Loans (both immediately before and after giving effect to such Loans and the application of the proceeds thereof):

(a) Borrower and each other Loan Party are in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and no Default shall have occurred and be continuing.

(b) Each of the representations and warranties made by any Loan Party set forth in Article III or in any other Loan Document are true and correct on the date of such Loans with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date).

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Collateral Agent and the Lender (with references in this Article III to the Companies being references thereto after giving effect to the Transactions unless otherwise expressly stated) that:

Section 3.01 Organization; Powers. Each Loan Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to carry on its business and to own, lease and operate its Property, in each case, as now conducted and as proposed to be conducted, except where the failure to have any such governmental licenses, authorizations, consents and approvals, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect, and (c) is qualified and licensed to do business and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify, be licensed or be in good standing, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. There is no existing default under any Organizational Document of any Loan Party or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder.

Section 3.02 Authorization; Enforceability. The Transactions and Transaction Documents to be entered into by each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary corporate or other organizational action on the part of such Loan Party. This Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 No Conflicts; No Default. The Transactions (a) do not require any consent, exemption, authorization or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) filings necessary to perfect or maintain the perfection or priority of the Liens created by the Security Documents and (iii) consents, approvals, exemptions, authorizations, registrations, filings, permits or actions the failure of which to obtain or perform, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate the Organizational Documents of any Loan Party, (c) will not violate or result in a default or require any consent or approval under (x) any indenture, instrument, agreement, or other document binding upon any Loan Party or its Property or to which any Loan Party or its Property is subject, or give rise to a right thereunder to require any payment to be made by any Loan Party, except for violations, defaults or the creation of such rights that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (y) any Organizational Document, (d) will not violate any Legal Requirement in any material respect, and (e) will not result in the creation or imposition of any Lien on any Property of any Loan Party, except Liens created by the Security Documents, the Term Loan Documents and the Revolving Credit Documents. No Default or Event of Default has occurred and is continuing.

Section 3.04 No Material Adverse Change. Except as set forth in the financial statements referred to in Section 3.04(a) of the Term Loan Agreement, there are no liabilities of any Company of any kind of the type required to be set forth on a balance sheet of Clement Pappas and its Subsidiaries prepared in accordance with GAAP whether accrued, contingent, absolute, determined, determinable or otherwise, which could, individually or in the aggregate, reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. Since September 26, 2010, there has been no event, change, circumstance or occurrence that, individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

Section 3.05 Properties. (a) Each Company has good title to, or valid leasehold interests in, all its Property material to its business, free and clear of all Liens and irregularities, deficiencies and defects in title except for Permitted Liens (or, in the case of Collateral, Permitted Collateral Liens), for matters set forth on Schedule 3.06(a) and for minor irregularities, deficiencies and defects in title that, individually or in the aggregate, do not, and could not reasonably be expected to, interfere with its ability to conduct its business as currently conducted or to utilize such Property for its intended purpose. The Property of the Companies, taken as a whole, (i) is in good operating order, condition and repair (ordinary wear and tear excepted), and (ii) constitutes all the Property which is required for the business and operations of the Companies as presently conducted.

(b) Schedule 3.05(b) contains a true and complete list of each ownership and leasehold interest in Real Property (including all modifications, amendments and supplements thereto with respect to leased Real Property) (i) owned by any Company as of the Closing Date and describes the use and type of interest therein held by such Company and (ii) leased, subleased or otherwise occupied or utilized by any Company, as lessee, sublessee, franchisee or licensee, as of the Closing Date and describes the use and type of interest therein held by such Company and whether such lease, sublease or other

instrument requires the consent of the landlord thereunder or other parties thereto to the Transactions. No Company is in default under any provision of any lease agreement to which it is a party with respect to a leasehold interest in Real Property, where such default could reasonably be expected to result in a Material Adverse Effect.

(c) No Company has received any notice of, nor has any knowledge of, the occurrence or pendency, threat or contemplation of any Casualty Event affecting all or any portion of any Real Property where such Casualty Event could reasonably be expected to result in a Material Adverse Effect. No Mortgage encumbers improved Real Property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance available under such Act has been obtained in accordance with Section 5.04 of the Term Loan Agreement.

(d) Except as set forth on Schedule 3.06(a), each Company owns or has rights to use all of its Property and all rights with respect to any of the foregoing used in, necessary for or material to each Company's business as currently conducted. The use by each Company of its Property and all such rights with respect to the foregoing do not infringe on the rights or other interests of any Person, other than any infringement that could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. No claim has been made and remains outstanding that any Company's use of any of its Property does or may violate the rights of any third party that, individually or in the aggregate, has had, or could reasonably be expected to result in, a Material Adverse Effect. The Real Property is zoned to permit the uses for which such Real Property is currently being used. The present uses of the Real Property and the current operations of each Company's business do not violate in any material respect any provision of any applicable building codes, subdivision regulations, fire regulations, health regulations or building and zoning by-laws.

(e) Except for exceptions to the following that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there is no pending or threatened condemnation or eminent domain proceeding with respect to, or that could affect any of the Real Property of the Companies.

(f) Each parcel of Real Property is taxed as a separate tax lot and is currently being used in a manner that is consistent with and in compliance in all material respects with the Property classification assigned to it for real estate tax assessment purposes.

Section 3.06 Intellectual Property. (a) Ownership; No Claims; Use of Intellectual Property; Protection of Trade Secrets. Except as set forth on Schedule 3.06(a), each Company owns or has valid license to use, free and clear of all Liens (other than Permitted Collateral Liens), all Intellectual Property material to the business. Except as set forth on Schedule 3.06(a), no claim has been asserted in writing and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity, enforceability or ownership of any such Intellectual Property. To the knowledge of any Loan Party or Company, the use of such Intellectual Property by each Company does not infringe, misappropriate or dilute the Intellectual Property rights of any Person. Except pursuant to licenses and other user agreements entered into by each Company in the ordinary course of business which, in the case of licenses and user agreements in existence on the Closing Date, are listed in Schedule 3.06(a), to the knowledge of the Companies, no Company has authorized in writing any other Person to use any such Intellectual Property. Each Company has taken commercially reasonable efforts to protect the secrecy, confidentiality and value of all trade secrets used in such Company's business.

(b) Patents; Registrations. (i) On and as of the Closing Date, each Company owns and possesses the right to use all issued patents and pending patent applications, trademark, service mark

and domain name registrations and pending applications, and copyright registrations and pending applications listed in Schedules 13(a), 13(b) and 13(c) to the Perfection Certificate, and (ii) all patents and registered trademarks, service marks, copyrights and domain names owned by each Company set forth on Schedule 3.06(a) are valid, subsisting and in full force and effect.

(c) No Violations or Proceedings. (i) Except as set forth on Schedule 3.06(c), to the knowledge of each Company and Loan Party (i) there is no violation by others of any right of any Company with respect to any Intellectual Property, (ii) no Company is infringing upon or misappropriating any copyright, patent, trademark, trade secret or other intellectual property right of any other Person, (iii) no Company is in material breach of, or in default under, any license of Intellectual Property by any other Person, to such Company, and (iv) no proceedings have been instituted or threatened in writing or are pending against any Company, and no claim against any Company has been received in writing by any Company, alleging any such infringement or misappropriation.

(d) No Impairment. Neither the execution, delivery or performance of the Loan Documents and Transaction Documents, nor the consummation of the Transactions and the other transactions contemplated hereby and thereby, will alter, impair or otherwise affect or require the consent, approval or other authorization of any other Person in respect of any right of any Company in any Intellectual Property.

(e) No Agreement or Order Materially Affecting Intellectual Property. Except as set forth on Schedule 3.06(e), no Company is subject to any written settlement, covenant not to sue or other instrument, written agreement or other document, or any outstanding Order, which may affect the validity or enforceability or restrict in any manner such Company's use, licensing or transfer of any of the Intellectual Property.

Section 3.07 Equity Interests and Companies. (a) Schedule 3.07(a) sets forth a complete and accurate list of (i) each Company and its jurisdiction of incorporation or organization as of the Closing Date and (ii) in the case of each Company, the number of each class of its Equity Interests authorized, and the number outstanding, on the Closing Date and the number of Equity Interests covered by all outstanding options, warrants, rights of conversion or purchase and similar rights on the Closing Date. All Equity Interests of each Company are duly and validly issued and are fully paid and non-assessable, and, other than the Equity Interests of Borrower, are owned by Borrower, directly or indirectly, through Wholly Owned Subsidiaries. All Equity Interests of Borrower are owned directly by Holdings. Each Loan Party is the record and beneficial owner of, and has good and marketable title to, the Equity Interests pledged by it under the Security Documents, free of any and all Liens, rights or claims of other Persons, except the security interest created by the Security Documents and the Revolving Credit Documents and any Permitted Liens that arise by operation of applicable Legal Requirements and are not voluntarily granted, and, as of the Closing Date, there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or Property that is convertible into, or that requires the issuance or sale of, any such Equity Interests (or any economic or voting interest therein).

(b) No consent of any Person, including any general or limited partner, any other member or manager of a limited liability company, any shareholder, any other trust beneficiary or derivative counterparty, is necessary or reasonably desirable (from the perspective of a secured party) in connection with the creation, perfection or first priority status (or the maintenance thereof) of the security interest of the Collateral Agent in any Equity Interests pledged to the Collateral Agent under the Security Documents or the exercise by the Collateral Agent or the Lender of the voting or other rights provided for in the Security Documents or the exercise of remedies in respect of such Equity Interests.

(c) Complete and accurate organization charts, evidencing the ownership and organizational structure of the Loan Parties on the Closing Date, both before and after giving effect to the Transactions, are set forth on Schedule 3.07(c).

Section 3.08 Litigation; Compliance with Legal Requirements. (a) Except as set forth on Schedule 3.08, there are no actions, suits, claims, disputes, proceedings or investigations at law or in equity by or before any Governmental Authority now pending or, to the best of the knowledge of any Loan Party, threatened against or affecting any Company or any business, Property or rights of any Company (i) that purport to affect or involve any Loan Document or any of the Transactions, the ability of any Loan Party to perform its obligations under any Loan Document or any of the Transaction Documents or the ability of any Loan Party to consummate any of the Transactions or (ii) that have resulted, or as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could, individually or in the aggregate, reasonably be expected to result, in a Material Adverse Effect.

(b) No Company or any of its Property is (i) in violation of, nor will the continued operation of its Property as currently conducted violate, any Legal Requirements (including any zoning or building ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting any Company's Real Property or (ii) in default with respect to any Order, where such violation or default, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect.

Section 3.09 Agreements. (a) No Company is a party to any agreement, instrument or other document or subject to any corporate or other constitutional restriction, or any restriction under its Organizational Documents, that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect.

(b) No Company is in default in any manner under any provision of any indenture or other document, agreement or instrument evidencing Indebtedness or Contingent Obligation, or any other document, agreement or instrument to which it is a party or by which it or any of its Property is or may be bound or subject, where such default has resulted, or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, and no condition exists which, with the giving of notice or the lapse of time or both could reasonably be expected to constitute such a default.

(c) Schedule 3.09(c) accurately and completely lists all Material Agreements (other than leases of Real Property set forth on Schedule 3.05(b)) to which any Company is a party which are in effect on the Closing Date in connection with the operation of the business conducted thereby and Borrower has delivered to the Lender (or made available to the Lender for review on or before the date hereof) complete and correct copies of all such Material Agreements, including any amendments, supplements or modifications with respect thereto, and all such Material Agreements are in full force and effect.

Section 3.10 Federal Reserve Regulations. (a) No Company is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing, buying or carrying Margin Stock.

(b) No part of the proceeds of any Loans will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board, including Regulation T, U or X. The pledge of the Securities Collateral pursuant to the Security Agreement does not violate such regulations.

Section 3.11 Investment Company Act, etc. No Company is (a) an "investment company" or a company "controlled" by an "investment company," as defined in, or subject to regulation under, or is required to be registered as such pursuant to, the Investment Company Act of 1940, as amended, or (b) subject to regulation under any Legal Requirement (other than Regulation X) that limits its ability to incur, create, assume or permit to exist Indebtedness or grant any Contingent Obligation or Lien in respect of Indebtedness.

Section 3.12 Use of Proceeds. Borrower shall apply the proceeds of the Loans to finance, in part, the Transactions and pay any related fees and expenses. Borrower or a Guarantor other than Holdings shall apply the proceeds of all Loans made pursuant to Section 2.13 solely for the purpose of financing, in whole or in part, a Permitted Acquisition or Capital Expenditures.

Section 3.13 Taxes. Each Company has (a) timely filed or caused to be timely filed all federal, state, local and foreign Tax Returns and other materials required to have been filed by it and all filed Tax Returns are true and correct in all material respects and (b) duly and timely paid or caused to be duly and timely paid all Taxes (whether or not shown on any Tax Return) due and payable by it and all assessments received by it, except Taxes that are being contested in good faith by appropriate proceedings and for which such Company has set aside on its books adequate reserves in accordance with GAAP. Each Company has made adequate provision in accordance with GAAP for all Taxes not yet due and payable. No Company has knowledge (or could reasonably have knowledge upon due inquiry) of any proposed or pending tax assessments, deficiencies, audits or other proceedings and no proposed or pending tax assessments, deficiencies, audits or other proceedings have resulted, or could, individually or in the aggregate, reasonably be expected to result, in a Material Adverse Effect. No Company has ever been a party to any understanding or arrangement constituting a "tax shelter" within the meaning of Section 6662(d)(2)(C)(ii) of the Code or Sections 6111(c) or 6111(d) of the Code (as in effect prior to the amendment by the American Jobs Creation Act of 2004, P.L. 108-357), or has ever "participated" in a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4. No Guarantor is party to any tax sharing or similar agreement with any person that is not a Guarantor and Borrower is not party to any tax sharing or similar agreement with any other Person.

Section 3.14 No Material Misstatements. No information, report, financial statement, certificate (including the Perfection Certificate), exhibit or schedule furnished by or on behalf of any Loan Party to the Lender in connection with any Loan Document or included therein or delivered pursuant thereto (including the Confidential Information Memorandum), taken as a whole, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading as of the date such information is dated or certified; *provided* that to the extent any such information, report, financial statement, exhibit or schedule constitutes a forecast or projection, each Loan Party represents and warrants only that on the date of delivery thereof such forecast or projection was prepared in good faith based upon (i) the assumptions stated therein (which assumptions are believed by the Loan Parties on the date delivered to the Lender to be reasonable), (ii) accounting principles consistent with the historical audited financial statements of Borrower and its Subsidiaries, and (iii) the best information available to the Loan Parties as of the date of delivery thereof to the Lender. Each Company has disclosed to the Lender all agreements, instruments and corporate or other restrictions to which it, any Loan Party or any Subsidiaries thereof is subject, and all other matters known to it, that have resulted, or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

Section 3.15 Labor Matters. There are no strikes, lockouts or slowdowns against any Company pending or, to the best of the knowledge of the Loan Parties, threatened that, individually or in the aggregate, have resulted in, or could reasonably be expected to result in, a Material Adverse Effect. The hours worked by and payments made to employees of any Company have not been in violation of the

Fair Labor Standards Act of 1938, as amended, or any other applicable Legal Requirement dealing with such matters. All payments due from any Company, or for which any claim may be made against any Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Company except to the extent that the failure to do so, individually or in the aggregate, has not resulted in, and could not reasonably be expected to result in, a Material Adverse Effect. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Company is bound.

Section 3.16 Solvency. Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date and immediately following the making of each Loan hereunder and after giving effect to the application of the proceeds of such Loan, (a) the fair value of the Property of the Loan Parties, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the Property of the Loan Parties, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) the Loan Parties, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) the Loan Parties, taken as a whole, will not have unreasonably small capital with which to conduct their business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date.

Section 3.17 Employee Benefit Plans. (a) Each Company and each of its ERISA Affiliates is in material compliance with all applicable Legal Requirements, including all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder, with respect to all Employee Benefit Plans. Each Employee Benefit Plan complies in all material respects, and is operated and maintained in compliance in all material respects, with all applicable Legal Requirements, including all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. Each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination from the Internal Revenue Service or has been established under a pre-approved opinion letter and nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification.

(b) No ERISA Event has occurred that could reasonably be expected to have a Material Adverse Effect. No Pension Plan has any Unfunded Pension Liability and there has been no material adverse change in the financial condition of any Pension Plan since the latest valuation date for the Pension Plan. Within the last six years, no Pension Plan has been terminated, whether or not in a "standard termination" as that term is used in Section 4041 of ERISA, nor has any Pension Plan (determined at any time within the last six years) with an Unfunded Pension Liability been transferred outside of the "controlled group" (within the meaning of Section 4001(a)(14) of ERISA) of any Company or any of its ERISA Affiliates. Using actuarial assumptions and computation methods consistent with subpart I of subtitle E of Title IV of ERISA, the aggregate liabilities of any Company or any of its ERISA Affiliates to all Multiemployer Plans in the event of a complete withdrawal therefrom, as of the close of the most recent fiscal year of each such Multiemployer Plan, have not resulted and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(c) Except to the extent required under Section 4980B of the Code or to an extent that could not reasonably be expected to have a Material Adverse Effect, no Employee Benefit Plan provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Company or any of its ERISA Affiliates.

(d) As of the Closing Date, no Company sponsors, maintains, contributes to, has any material obligation to contribute to, or has or is reasonably expected to have any material liability under or with respect to any Foreign Plan, nor has any Company had any such obligation or liability at any time in the six years preceding the date hereof.

Section 3.18 Environmental Matters.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect:

(i) the Companies and their businesses, operations and Real Property are and have at all times during the five year period preceding the date hereof been in compliance with, and the Companies have no liability under, any applicable Environmental Law;

(ii) the Companies have obtained all Environmental Permits required for the conduct of their businesses and operations, and the ownership, operation and use of their Real Property, under all applicable Environmental Laws. The Companies are, and at all times during the five year period preceding the date hereof have been, in compliance with the terms and conditions of such Environmental Permits, and all such Environmental Permits are valid and in good standing. No expenditures or operational adjustments are reasonably anticipated to be required to remain in compliance with the terms and conditions of, or to renew or modify such Environmental Permits on or prior to the Maturity Date;

(iii) there has been no Release or threatened Release or any handling, management, generation, treatment, storage or disposal of, or exposure to, Hazardous Materials on, at, under or from any Real Property or facility presently or formerly owned, leased or operated by any of the Companies or their predecessors in interest that has resulted in, or could reasonably be expected to result in, liability or obligations by any of the Companies under Environmental Law or in an Environmental Claim;

(iv) there is no Environmental Claim pending or, to the knowledge of the Loan Parties, threatened against any of the Companies, or relating to the Real Property currently or formerly owned, leased or operated by any of the Companies or relating to the operations of the Companies, and there are no actions, activities, circumstances, conditions, events or incidents that are could reasonably be expected to form the basis of such an Environmental Claim;

(v) no Person with an indemnity, contribution or other obligation to any of the Companies relating to compliance with or liability under Environmental Law is in default with respect to any such indemnity, contribution or other obligation;

(vi) no Company is obligated to perform any action or otherwise incur any expense under Environmental Law, including pursuant to any Order or agreement by which it is bound, no Company has assumed by contract or agreed to provide indemnification with respect to any liability of any other Person relating to obligations under any Environmental Law and no Company is conducting or financing any Response pursuant to any Environmental Law with respect to any Real Property or any other location;

(vii) no Real Property or facility owned, operated or leased by the Companies and, to the knowledge of the Loan Parties, no Real Property or facility formerly owned, operated or leased by any of the Companies or any of their predecessors in interest is (A) listed or proposed for listing on the National Priorities List as defined in and promulgated pursuant to

CERCLA, (B) listed on the Comprehensive Environmental Response, Compensation and Liability Information System promulgated pursuant to CERCLA or (C) included on any similar list maintained by any Governmental Authority that indicates that any Company has or may have an obligation to undertake investigatory or remediation obligations under applicable Environmental Laws;

(viii) there are no underground or aboveground storage tanks, whether empty or containing any Hazardous Material, located on any real Property owned by any Company;

(ix) no Lien has been recorded or, to the knowledge of any Company, threatened under any Environmental Law with respect to any Real Property or Property of the Companies;

(x) the execution, delivery and performance of the Loan Documents and the consummation of the Transactions and the other transactions contemplated hereby and thereby will not require any notification, registration, filing, reporting, disclosure, investigation, remediation or cleanup obligations pursuant to any Governmental Real Property Disclosure Requirements or any other Environmental Law; and

(xi) all products of the Companies have been manufactured, stored, sold, labeled and marketed in accordance with Legal Requirements, including Legal Requirements relating to labeling, registration of hazardous products and classification of chemical products.

(b) The Companies have made available to the Collateral Agent and its Advisors all material records and files in the possession, custody or control of, or otherwise reasonably available to, the Companies concerning compliance with or liability or obligation under Environmental Law, including those concerning the condition of the Real Property or the actual or suspected existence or Release of Hazardous Materials at, under or from Real Property or facilities currently or formerly owned, operated, leased or used by any of the Companies.

Section 3.19 Insurance. Schedule 3.19 sets forth a true, complete and accurate description in reasonable detail of all insurance maintained by each Company as of the Closing Date. Each Company has insurance in such amounts and covering such risks and liabilities as are customary for companies of a similar size engaged in similar businesses in similar locations. All insurance maintained by the Companies is in full force and effect, all premiums have been duly paid, no Company has received notice of violation, invalidity or cancellation thereof, any of its Real Property, and the use, occupancy and operation thereof, comply in all material respects with all Insurance Requirements, and there exists no default under any Insurance Requirement. There are no pending claims by any Company against any of the policies as to which the insurers have denied liability. Except as set forth in Schedule 3.19, no insurer has put any Company or any of its Subsidiaries on notice that coverage has or may be denied with respect to any pending claim submitted to the insurer by the Company or any of its Subsidiaries.

Section 3.20 Security Documents. (a) Each Security Agreement is effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, legal, valid and enforceable Liens on, and security interests in, the Security Agreement Collateral and, when (i) financing statements and other filings in appropriate form are filed in the offices specified on Schedule 6 to the Perfection Certificate (as updated in accordance with the terms hereof) and (ii) upon the taking of possession or control by the Collateral Agent of the Security Agreement Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent possession or control by the Collateral Agent is required by each Security Document), the Liens created by each Security Agreement shall constitute fully perfected Liens on, and security

interests in, all right, title and interest of the grantors thereunder in the Security Agreement Collateral (other than (A) the Intellectual Property constituting Collateral and (B) such Security Agreement Collateral in which a security interest cannot be perfected under the UCC as in effect at the relevant time in the relevant jurisdiction), in each case subject to no Liens other than Permitted Collateral Liens.

(b) When (i) the applicable Security Agreement or a short form thereof is filed in the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, and (ii) financing statements and other filings in appropriate form are filed in the offices specified on Schedule 6 to the Perfection Certificate, the Liens created by each such Security Agreement shall constitute fully perfected Liens on, and security interests in, all right, title and interest of the grantors thereunder in the Intellectual Property Collateral (as defined in the applicable Security Agreement), in each case subject to no Liens other than Permitted Collateral Liens or as described on Schedule 3.06(a).

(c) Each Mortgage is effective to create, in favor of the Collateral Agent, for its benefit and the benefit of the Secured Parties, legal, valid and enforceable first priority Liens on, and security interests in, all of the right, title and interest of each Loan Party in and to the Mortgaged Properties thereunder and the proceeds thereof, subject only to Permitted Collateral Liens, and when the Mortgages are filed in the offices specified on Schedule 3.20(c) (or, in the case of any Mortgage executed and delivered after the date thereof in accordance with the provisions of Section 5.10 and Section 5.11), when such Mortgage is filed in the offices specified in the local counsel opinion delivered with respect thereto in accordance with the provisions of Section 5.10 and Section 5.11, the Mortgages shall constitute fully perfected first priority Liens on, and security interests in, all right, title and interest of each Loan Party in the Mortgaged Properties and the proceeds thereof, in each case prior and superior in right to any other Person, other than Permitted Collateral Liens.

(d) Each Security Document delivered pursuant to Section 5.10 and Section 5.11 will, upon execution and delivery thereof, be effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, legal, valid and enforceable Liens on, and security interests in, all of the right, title and interest of each Loan Party in and to the Collateral thereunder, and (i) when all appropriate filings or recordings in appropriate form are made in the appropriate offices as may be required under applicable Legal Requirements and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which such possession or control shall be given to the Collateral Agent to the extent required by any Security Document), the Liens in favor of the Collateral Agent created under such Security Document will constitute valid, enforceable and fully perfected first priority Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral, in each case subject to no Liens other than Permitted Collateral Liens.

Section 3.21 Acquisition Documents; Representations and Warranties in Acquisition Agreement. (a) Schedule 3.21 lists (i) each exhibit, schedule, annex or other attachment to the Acquisition Agreement and (ii) each material agreement, certificate, instrument, letter or other document contemplated by the Acquisition Agreement or any item referred to in clause (i) to be entered into, executed or delivered or to become effective in connection with the Acquisition or otherwise entered into, executed or delivered in connection with the Acquisition.

(b) All representations and warranties of each Loan Party party thereto set forth in the Acquisition Agreement were true and correct in all material respects as of the time such representations and warranties were made and shall be true and correct in all material respects as of the Closing Date as if such representations and warranties were made on and as of such date, unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

Section 3.22 Anti-Terrorism Law; Foreign Corrupt Practices Act. (a) No Company and, to the knowledge of the Loan Parties, none of its Affiliates is in violation of any Legal Requirements relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the "**Patriot Act**" and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the regulations promulgated thereunder (the "**Canadian Anti-Terrorism Act**").

(b) No Company and to the knowledge of the Loan Parties, no Affiliate or broker or other agent of any Company acting or benefiting in any capacity in connection with the Loans is any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list.

(c) No Company and, to the knowledge of the Loan Parties, no broker or other agent of any Company acting in any capacity in connection with the Loans (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.22(b), (ii) deals in, or otherwise engages in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) No Company nor any director or officer, nor to the knowledge of the Loan Parties, any agent, employee or other Person acting, directly or indirectly, on behalf of any Company, has, in the course of its actions for, or on behalf of, any Company, directly or indirectly (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

Section 3.23 Subordination of Subordinated Indebtedness. The Secured Obligations and the Guaranteed Obligations are, and at all times shall be, designated in a writing addressed to the holders of the Secured Obligations and the Guaranteed Obligations executed by, or on behalf of, the holders of

the Subordinated Indebtedness as "Senior Debt", "Designated Senior Debt" or the equivalent thereof for all purposes of all Subordinated Indebtedness.

Section 3.24 Broker's, Finder's or Similar Fees. Except as expressly set forth herein and in the other Loan Documents, no brokerage commission or finder's fee or similar fees or commissions are payable in connection with the Loans contemplated hereby based on any agreement, arrangement or understanding with any Loan Party or any action taken by any Loan Party.

ARTICLE IV
CONDITIONS TO CREDIT EXTENSIONS

The obligation of the Lender to fund the initial Loans requested to be made by it shall be subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Article IV on or before August 26, 2011.

(a) Loan Documents. There shall have been delivered to the Lender and the Collateral Agent properly executed counterpart of each of the Loan Documents (other than Loan Documents to be delivered pursuant to Section 5.17) and the Perfection Certificate.

(b) Officers' Certificate. The Lender shall have received a certificate, dated the Closing Date and signed by a Financial Officer of Borrower, confirming compliance with the conditions precedent set forth in this Article IV.

(c) Financings and Other Transactions, Etc. (i) Each of the Transaction Documents shall be in form and substance satisfactory to the Lender, and shall be in full force and effect on the Closing Date. The Transactions shall have been consummated or shall be consummated simultaneously on the Closing Date, in each case in accordance with the terms hereof and the terms of the Transaction Documents, without the waiver, amendment or other modification of any such terms not approved by the Lender or, in the case of the Acquisition Documents, without the waiver, amendment or other modification of any such terms in any manner that is materially adverse to the Lender; it being understood and agreed that (1) any reduction in the purchase price in excess of 5.00% thereof or that does not result in a proportionate reduction in the aggregate principal amount of the Loans, escrow of purchase price hold back amounts and any release or use of such escrowed proceeds shall be materially adverse to the interest of the Lender, (2) any change to the definition of "Material Adverse Effect" or any similar definition shall be deemed to be materially adverse to the interests of the Lender, and (3) any modifications to any of the provisions relating to the Collateral Agent's or the Lender's liability, jurisdiction or status as a third party beneficiary under the Merger Agreement shall be deemed to be materially adverse to the interest of the Lender.

(d) Indebtedness and Minority Interests. After giving effect to the Transactions and the other transactions contemplated hereby, no Company shall have outstanding any Indebtedness or Preferred Stock other than (i) the Loans hereunder, (ii) Indebtedness under the Term Loan Documents in an aggregate principal amount of $230,000,000, (iii) loans under the Revolving Credit Agreement in an aggregate principal amount not to exceed the sum of (A) $25,000,000 and (B) the aggregate amount necessary to cash collateralize letters of credit in connection with the Refinancing, (iv) Indebtedness under Section 6.01(e) in an aggregate principal amount not exceeding $1,300,000, (v) the Indebtedness listed on Schedule 6.01(b) and (vi) Indebtedness owed by any Loan Party (other than Holdings) to any other Loan Party (other than Holdings).

(e) Opinions of Counsel. The Administrative Agent shall have received, on behalf of itself, the other Agents and the Lenders, a favorable written opinion of (i) Squire, Sanders & Dempsey

(US) LLP, special counsel for the Loan Parties, substantially to the effect set forth in Exhibit I-1, (ii) Deloitte (US) LLP, special tax counsel for the Transaction Parties, substantially to the effect set forth in Exhibit I-2; and (vi) each other local and foreign counsel listed on Schedule 4(d), substantially to the effect set forth in Exhibit I-3, in each case (A) dated the Closing Date, (B) except in the case of opinions set forth in clauses (ii) and (iv) above, addressed to the Collateral Agent and the Lender and (C) covering such matters relating to the Loan Documents and the Transactions as the Collateral Agent or the Lender shall reasonably request.

(f) Solvency Certificate. The Lender shall have received a solvency certificate (a "**Solvency Certificate**") in the form of Exhibit H, dated the Closing Date and signed by the chief financial officer of Borrower.

(g) Legal Requirements. The Lender shall be satisfied that Borrower, and the Transactions shall be in full compliance with all material Legal Requirements, including Regulations T, U and X of the Board, and shall have received satisfactory evidence of such compliance reasonably requested by them.

(h) Consents. The Lender shall be satisfied that all requisite Governmental Authorities, equityholders and third parties shall have approved, authorized or consented to the Transactions, and there shall be no governmental or judicial action, actual or threatened, that has or would have, individually or in the aggregate, a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

(i) Litigation. There shall not exist any claim, action, suit, investigation, litigation or proceeding pending or threatened by or before any court, or any Governmental Authority, that (a) individually or in the aggregate, has had, or could reasonably be expected to result in, a Material Adverse Effect, or (b) could materially and adversely affect the ability of Borrower to perform its obligations under the Loan Documents, the Acquisition Documents, the Term Loan Documents, the Convertible Loan Documents, the Revolving Credit Documents or the ability of the parties to consummate the financings contemplated hereby or the other Transactions.

(j) Sources and Uses. The sources and uses of the Loans shall be as set forth in Section 3.12.

(k) Personal Property Requirements. The Collateral Agent shall have received:

(i) all certificates, agreements or instruments representing or evidencing the Securities Collateral accompanied by instruments of transfer and stock powers undated and endorsed in blank;

(ii) the Intercompany Subordinated Note executed by and among the Loan Parties and their Subsidiaries, accompanied by an endorsement to the Intercompany Subordinated Note in the form attached thereto, undated and endorsed in blank by each of the Loan Parties;

(iii) all other certificates, agreements, including Control Agreements (other than Control Agreements described on Schedule 5.17), or instruments necessary to perfect the Collateral Agent's security interest in all chattel paper, all instruments, all deposit accounts identified in Schedule 15 to the Perfection Certificate and all Investment Property of each Loan Party (as each such term is defined in, and to the extent required by, the Security Agreements); and, with respect to all UCC financing statements (including fixture filings) required to be filed pursuant to the Loan Documents, evidence satisfactory to the Collateral Agent the same have been duly filed;

(iv) UCC financing statements in appropriate form for filing under the UCC as applicable, filings with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and such other documents under applicable Legal Requirements in each jurisdiction as may be necessary or appropriate or, in the opinion of the Collateral Agent, desirable to perfect the Liens created, or purported to be created, by the Security Documents;

(v) certified copies, each as of a recent date, of (w) the UCC searches required to be attached as Exhibit 5 to the Perfection Certificate, (x) United States Patent and Trademark Office or United States Copyright Office searches with respect to Holdings and each of its Subsidiaries, (y) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches listing all effective lien notices or comparable documents that name any of Holdings or any of its Subsidiaries as debtor and that are filed in the state and county jurisdictions in which any Company is organized or maintains its principal place of business, and (z) such other searches that the Collateral Agent deems necessary or appropriate; and

(vi) evidence reasonably acceptable to the Collateral Agent of payment or arrangements for payment by the Loan Parties of all applicable filing or recording taxes, fees, charges, costs and expenses required for the filing or recording of the Security Documents.

(l) Insurance. The Lender shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 5.04 and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable) and shall name the Collateral Agent, on behalf of the Secured Parties, as additional insured, in form and substance satisfactory to the Collateral Agent.

(m) Bank Regulatory Documentation. The Lender shall have received, in form and substance satisfactory to them, all documentation and other information required by bank regulatory authorities or reasonably requested by the Lender under or in respect of applicable Anti-Terrorism Laws or "know-your-customer" Legal Requirements, including the Executive Order.

(n) No Default. At the time of and immediately after giving effect to such Loans and the application of the proceeds thereof, no Event of Default shall have occurred and be continuing on such date, other than (i) any Event of Default under Section 8.01(d) or Section 8.01(e), in each case to the extent resulting directly from a breach of covenant by a Loan Party, or (ii) any Event of Default arising as a direct result of the breach of any representation or warranty that is not a Specified Representation.

(o) Representations and Warranties. Each of the Specified Representations shall be true and correct on and as of the Closing Date in all material respects, at the time of and immediately after giving effect to such Loans and the application of the proceeds thereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); *provided* that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

The acceptance by Borrower of the proceeds of such Loans shall constitute a representation and warranty by Borrower and each other Loan Party that on the date of such Loans (both immediately before and after giving effect to such Loans and the application of the proceeds thereof) the conditions contained in this Article IV have been satisfied.

ARTICLE V
AFFIRMATIVE COVENANTS

Each Loan Party warrants, covenants and agrees with the Collateral Agent and the Lender that so long as this Agreement shall remain in effect and until the Termination Date has occurred, each Loan Party will, and will cause each of its Subsidiaries and each other Loan Party, to:

Section 5.01 Financial Officer's Certificate Regarding Collateral. Furnish to the Collateral Agent, concurrently with any delivery of financial statements under Section 5.01(a) of the Term Loan Agreement and delivery of a Perfection Certificate Supplement under Section 5.12(b), a certificate of a Financial Officer certifying that as of the date thereof (i) all UCC financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a sufficient description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction necessary to protect, perfect or maintain the perfection or priority of the Liens under the Security Documents for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period), and (ii) all possessory Collateral required to be delivered to the Collateral Agent or the Lender pursuant to the Security Documents has been so delivered.

Section 5.02 [Reserved].

Section 5.03 Existence; Compliance with Laws; Businesses and Properties. (a) Do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05 or Section 6.06.

(b) Do or cause to be done all things necessary to obtain, protect, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, privileges, franchises, authorizations, patents, copyrights, trademarks and other Intellectual Property material to the conduct of its business; maintain and operate such business in substantially the manner in which it is conducted and operated on the Closing Date; comply with all applicable Legal Requirements (including any and all zoning, building, Environmental Law, ordinance, code or approval or any building permits or any restrictions of record or agreements affecting the Real Property) and decrees and Orders of any Governmental Authority, whether now in effect or hereafter enacted, except where the failure to comply with such Legal Requirements, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all Leases and Transaction Documents (other than the Loan Documents) except where the failure to perform such obligations, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all Loan Documents; and at all times maintain, preserve and protect all Property material to the conduct of such business and keep such Property in good repair, working order and condition (other than wear and tear occurring in the ordinary course of business) and from time to time make, or cause to be made, all necessary and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times; *provided* that nothing in this Section 5.03(b) shall prevent (i) Dispositions of Property, consolidations or mergers by or involving any Company in accordance with Section 6.05 or Section 6.06; (ii) the withdrawal by any Company of its qualification as a foreign corporation in any jurisdiction where such withdrawal, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; or (iii) the abandonment by any Company of any Intellectual Property that such Company reasonably determines is not useful to its businesses and no longer commercially desirable.

Section 5.04 Insurance. (a) Keep its insurable Property adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks as is customary with companies in the same or similar businesses operating in the same or similar locations, including insurance with respect to Mortgaged Properties and other Properties material to the business of the Companies against such casualties and contingencies and of such types and in such amounts with such deductibles and provisions for minimum claim amounts as is customary in the case of similar businesses operating in the same or similar locations. Without limiting any other obligations or liabilities of any Loan Party under any Loan Document, each Loan Party shall procure and maintain, at its own expense, at least the following minimum insurance coverage:

(i) Physical hazard insurance on an "all risk" basis, together with flood, earthquake, boiler & machinery (including explosion), business interruption and extra expense insurance. The insurers with respect to all such insurance shall waive all rights of subrogation against the Collateral Agent, any right of set-off or counterclaim and any right to deduction by attachment or otherwise.

(ii) Commercial general liability against claims for bodily and personal injury, death or property damage covering any and all insurable claims, and including premises/operations, broad form contractual liability, independent contractors, products and completed operations. The insurers with respect to all such insurance shall waive all rights of subrogation against the Collateral Agent, any right of set-off or counterclaim and any right to deduction by attachment or otherwise. Both the primary and excess policies of Borrower shall respond and pay first in the protection of the Secured Parties with respect to any Company and the operations thereof and shall not be limited or reduced by the availability to the Secured Parties of other primary and excess policies, respectively.

(iii) Workers' compensation insurance and such other insurance as may be required by any Legal Requirement.

(b) All such insurance, except as set forth in clause (a)(iii) above, shall be endorsed to (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days (or, in the case of non-payment of premium, 10 days) after receipt by the Collateral Agent of written notice thereof, (ii) name the Collateral Agent as mortgagee and lender's loss payee on behalf of the Secured Parties in the case of property insurance and as additional insured on behalf of the Secured Parties in the case of liability insurance and (iii) be reasonably satisfactory in all other respects to the Collateral Agent.

(c) Notify the Lender and the Collateral Agent promptly whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 5.04 is taken out by any Company; and promptly (and, in any event, within five Business Days) deliver to the Collateral Agent a duplicate original copy of such policy or policies.

(d) With respect to each Mortgaged Property, obtain flood insurance in such total amount as the Lender may from time to time reasonably require, if at any time the area in which any improvements located on any Mortgaged Property is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973.

(e) Deliver to the Collateral Agent and the Lender a report of a reputable insurance broker with respect to such insurance and such supplemental reports with respect thereto as the Collateral Agent may from time to time reasonably request.

(f) No Loan Party that is an owner of any Mortgaged Property shall take any action that is reasonably likely to be the basis for termination, revocation or denial of any insurance coverage required to be maintained under such Loan Party's respective Mortgage or that could reasonably be the basis for a defense to any claim under any Insurance Policy maintained in respect of the Premises, and each Loan Party shall otherwise comply in all material respects with all Insurance Requirements in respect of the Premises; *provided*, *however*, that each Loan Party may, at its own expense and after written notice to the Lender, (i) contest the applicability or enforceability of any such Insurance Requirements by appropriate legal proceedings, the prosecution of which does not constitute a basis for cancellation or revocation of any insurance coverage required under this Section 5.04 or (ii) cause the Insurance Policy containing any such Insurance Requirement to be replaced by a new policy complying with the provisions of this Section 5.04.

Section 5.05 Obligations and Taxes. (a) Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its Property, before the same shall become delinquent or in default, as well as all lawful claims for labor, services, materials and supplies or otherwise that, if unpaid, could reasonably be expected to give rise to a Lien other than a Permitted Lien upon such Properties or any part thereof; *provided* that such payment and discharge shall not be required with respect to any such Tax, assessment, charge, levy or claim so long as (i) the validity or amount thereof shall be contested in good faith by appropriate proceedings timely instituted and diligently conducted and the applicable Company shall have set aside on its books adequate reserves or other appropriate provisions with respect thereto in accordance with GAAP, and (ii) such contest operates to suspend collection of the contested obligation, Tax, assessment or charge and enforcement of a Lien other than a Permitted Lien.

(b) Timely and correctly file all Tax Returns required to be filed by it.

(c) Borrower does not intend to treat the Loans as being a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4. In the event Borrower determines to take any action inconsistent with such intention, it will promptly notify the Lender thereof.

Section 5.06 Employee Benefits. (a) Comply in all material respects with all applicable Legal Requirements, including the applicable provisions of ERISA and the Code with respect to all Employee Benefit Plans and (b) furnish to the Lender (x) as soon as practicable after, and in any event within five Business Days after any Responsible Officer of any Company or any ERISA Affiliate of any Company knows or has reason to know that, any ERISA Event or other event with respect to an Employee Benefit Plan has occurred that, alone or together with any other ERISA Event could reasonably be expected to result in liability of the Companies or any of their ERISA Affiliates in an aggregate amount exceeding $500,000 or the imposition of a Lien, a statement of a Financial Officer of Borrower setting forth details as to such ERISA Event and the action, if any, that the Companies propose to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, Department of Labor or the PBGC with respect thereto, and (y) upon request by the Lender, copies of (i) any annual report (Form 5500 Series) filed by any Company or any of its ERISA Affiliates with the Employee Benefits Security Administration with respect to each Employee Benefit Plan; (ii) the most recent actuarial valuation report for each Pension Plan or Multiemployer Plan and each annual report for any Multiemployer Plan; (iii) all notices received by any Company or any of its ERISA Affiliates from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and (iv) such other information, documents or governmental reports or filings relating to any Employee Benefit Plan as the Lender shall reasonably request.

Section 5.07 Maintaining Records; Access to Properties and Inspections; Annual Meetings. (a) Keep proper books of record and account in which full, true and correct entries in conformity with GAAP and all Legal Requirements are made of all dealings and transactions in relation to its business and activities. Each Company will permit any representatives designated by the Lender to visit and inspect the financial records and the Property of such Company at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Lender to discuss the affairs, finances, accounts and condition of any Company with the officers and employees thereof and advisors therefor (including independent accountants).

Section 5.08 Use of Proceeds. Use the proceeds of the Loans only for the purposes set forth in Section 3.12.

Section 5.09 Compliance with Environmental Laws; Environmental Reports. (a) Comply, and use commercially reasonable efforts to cause all lessees and other Persons occupying Real Property owned, operated or leased by any Company to comply, in all material respects, with all Environmental Laws and Environmental Permits applicable to its operations and the Real Property; obtain and maintain in full force and effect all material Environmental Permits applicable to its operations and the Real Property; and conduct all Responses required by any Governmental Authority or under any applicable Environmental Laws, and in accordance with, the requirements of any Governmental Authority and applicable Environmental Laws.

(b) Do or cause to be done all things required by Environmental Laws to prevent any Release of Hazardous Materials in, on, under, at, to or from any Real Property owned, leased or operated by any of the Companies or their predecessors in interest except in full compliance with applicable Environmental Laws or an Environmental Permit, and to ensure that there shall be no Hazardous Materials in, on, under or from any Real Property owned, leased or operated by any of the Companies except those that are used, stored, handled and managed in full compliance with applicable Environmental Laws.

(c) Undertake all actions, including Response actions, necessary, at the sole cost and expense of the Loan Parties, (i) to address any Release of Hazardous Materials on, at, under, from or onto any Real Property owned, leased or operated by any of the Companies as required pursuant to Environmental Law or the requirements of any Governmental Authority or as the Administrative Agent under the Term Loan Agreement reasonably deems necessary to avoid a Material Adverse Effect; (ii) to keep any Real Property owned, leased or operated by any of the Companies free and clear of all Liens and other encumbrances pursuant to any Environmental Law, whether due to any act or omission of any Company or any other Person; and (iii) to promptly notify the Lender in writing of: (1) any material Release or threatened Release of Hazardous Materials in, on, under, at, from or migrating to any Real Property owned, leased or operated by any of the Companies, except those that are pursuant to and in compliance with the terms and conditions of an Environmental Permit, (2) any material non-compliance with, or violation of, any Environmental Law applicable to any Company, any Company's business and any Real Property owned, leased or operated by any of the Companies, (3) any Lien pursuant to Environmental Law imposed on any Real Property owned, leased or operated by any of the Companies, (4) any material investigation or remediation of any Real Property owned, leased or operated by any of the Companies required to be undertaken pursuant to Environmental Law, and (5) any material notice or other communication received by any Company from any Person or Governmental Authority relating to any Environmental Claim or liability or potential liability of any Company pursuant to any Environmental Law.

(d) Diligently pursue and use commercially reasonable efforts to cause any Person with an indemnity, contribution or other obligation to any of the Companies relating to compliance with or liability under Environmental Law to satisfy such obligations in full and in a timely manner. To the extent that such Person has not fully satisfied or is not diligently undertaking the necessary actions to achieve satisfaction of such obligations, the Companies shall promptly undertake all action necessary to achieve full and timely satisfaction of such obligations.

(e) Shall not amend in any way or waive any or all of the rights it may have under any other agreement pursuant to which there are indemnity, contribution, statutory rights or other obligation to any of the Companies relating to compliance with or liability under Environmental Law, without the consent of the Lender.

(i) If an Event of Default exists or if Administrative Agent under the Term Loan Agreement becomes aware of conditions that it reasonably believes could result in a breach of Section 3.18 or this Section 5.09, then, within 30 days following a written request of the Administrative Agent under the Term Loan Agreement, the Loan Parties shall provide the Administrative Agent under the Term Loan Agreement with a Phase I environmental assessment prepared in accordance with the then current ASTM 1527 Standards and compliance audit prepared by an environmental consulting firm, and in form and substance, reasonably acceptable to the Administrative Agent under the Term Loan Agreement and shall thereafter provide within 45 days following a written request of the Administrative Agent under the Term Loan Agreement a Phase II environmental assessment to address any recognized environmental conditions identified in the Phase I assessment, and such Phase II environmental assessment must be in form and substance reasonably acceptable to Administrative Agent under the Term Loan Agreement. If a Default caused by reason of a breach of Section 3.18 or this Section 5.09 shall have occurred, the Loan Party shall; (i) promptly undertake all actions, including Response Actions, required by applicable Environmental Law to address any such breach of Section 3.18 or this Section 5.09; and (ii) permit the Administrative Agent under the Term Loan Agreement and its representatives to have access to all Real Property and all facilities owned, leased or operated by any of the Companies which are the subject of such Default for the purpose of conducting such environmental audits and testing as the Administrative Agent under the Term Loan Agreement deems appropriate, including subsurface sampling of soil and groundwater, all of which shall be at Loan Parties' cost

Section 5.10 Additional Collateral; Additional Guarantors. (a) Subject to this Section 5.10, with respect to any Property acquired after the Closing Date by any Loan Party that is intended to be subject to the Lien created by any of the Security Documents but is not so subject (but, in any event, excluding any Equity Interest of a Foreign Subsidiary not required to be pledged pursuant to the last sentence of Section 5.10(b)), shall, concurrently with the corresponding action being taken under the Term Loan Documents, (i) execute and deliver to the Lender and the Collateral Agent such amendments or supplements to the relevant Security Documents or such other documents as the Lender or the Collateral Agent shall deem necessary or advisable to grant to the Collateral Agent, for its benefit and for the benefit of the other Secured Parties, a Lien on such Property subject to no Liens other than Permitted Collateral Liens, (ii) to the extent requested by the Lender or the Collateral Agent, deliver opinions of counsel to Borrower in form and substance, and from counsel, reasonably acceptable to the Collateral Agent, and (iii) take all actions necessary to cause such Lien to be duly perfected to the extent required by such Security Documents in accordance with all applicable Legal Requirements, including the filing of financing statements in such jurisdictions as may be reasonably requested by the Collateral Agent concurrently with the corresponding action initiated by the Administrative Agent or the Senior Collateral Agent pursuant to Section 5.11(a) of the Term Loan Agreement. Borrower and the other Loan Parties shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of the Security Documents against such after-acquired Properties.

(b) With respect to any Person that becomes a guarantor under the Term Loan Agreement after the Closing Date, shall, concurrently with the corresponding action being taken under the Term Loan Documents, (A) deliver to the Collateral Agent the certificates, if any, representing all of the Equity Interests of such Person, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Person to any Loan Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Loan Party and (B) cause such new Person (1) to execute a Joinder Agreement to become a Guarantor and a Pledgor or, in the case of a Person that is organized in a jurisdiction other than the United States or any political subdivision thereof, execute a security document compatible with the laws of such Person's jurisdiction (and in form and substance reasonably satisfactory to the Collateral Agent) to cause such Person to become a Guarantor and a Pledgor, (2) deliver opinions of counsel to Borrower in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent, and (3) to take all actions necessary or advisable in the opinion of the Collateral Agent to cause the Lien created by the applicable Security Document to be duly perfected to the extent required by such Security Document in accordance with all applicable Legal Requirements, including the filing of financing statements (or equivalent registrations) in such jurisdictions as may be reasonably requested by the Collateral Agent concurrently with the corresponding action initiated by the Administrative Agent or the Senior Collateral Agent pursuant to Section 5.11(b) of the Term Loan Agreement**.** Notwithstanding the foregoing, (x) the Equity Interests required to be delivered to the Collateral Agent pursuant to clause (A) of the preceding sentence shall not include any Equity Interests of a Foreign Subsidiary of a Loan Party organized in a jurisdiction in the United States that is a controlled foreign corporation (within the meaning of Section 957(a) of the Code) and (y) no Foreign Subsidiary of a Loan Party organized in a jurisdiction in the United States that is a controlled foreign corporation (within the meaning of Section 957(a) of the Code) shall be required to take the actions specified in clause (B) of the preceding sentence, *provided* that the exception contained in clause (x) shall not apply to Voting Stock of any Subsidiary which is a first-tier controlled foreign corporation (as defined in Section 957(a) of the Code) representing 66% of the total voting power of all outstanding Voting Stock of such Subsidiary and shall not apply to 100% of the Equity Interests not constituting Voting Stock of any such Subsidiary, except that any such Equity Interests constituting "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as Voting Stock for purposes of this Section 5.10(b).

(c) With respect to any Person that is or becomes a Subsidiary of a Loan Party after the Closing Date, concurrently with a corresponding action being taken under the Term Loan Documents, execute and deliver to the Collateral Agent (i) a counterpart to the Intercompany Subordinated Note and (ii) if such Person is a Loan Party, an endorsement to the Intercompany Subordinated Note (undated and endorsed in blank) in the form attached thereto, endorsed by such Subsidiary.

(d) Grant to the Collateral Agent, concurrently with a corresponding security interest and mortgage being granted under the Term Loan Documents, a security interest in and Mortgage on (i) each Real Property owned in fee by a Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a Fair Market Value of at least $500,000, and (ii) unless the Collateral Agent otherwise consents, each leased Real Property of such Loan Party where manufacturing or processing is conducted and which lease individually has a term greater than five years and an annual rent of at least $120,000, concurrently with the corresponding action initiated by the Administrative Agent or the Senior Collateral Agent pursuant to Section 5.11(d) of the Term Loan Agreement, in each case, as additional security for the Secured Obligations (unless the subject Property is already mortgaged to a third party to the extent permitted by Section 6.02). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Collateral Agent and shall constitute valid and enforceable perfected first priority Liens subject only to Permitted Collateral Liens. Such Loan Party shall deliver to the Collateral Agent, concurrently with a

corresponding landlord access agreement being delivered under the Term Loan Documents, a Landlord Access Agreement with respect to each leased Real Property at which (x) Borrower's corporate headquarters is situated or (z) Collateral having a Fair Market Value of at least $500,000 is or will be located (unless the applicable Loan Party shall have used all commercially reasonable efforts to obtain, but failed to obtain, such Landlord Access Agreements). The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by applicable Legal Requirements to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Collateral Agent shall require to confirm the validity, enforceability, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Property (including a Title Policy, a Survey and local counsel opinion (in form and substance reasonably satisfactory to the Collateral Agent) in respect of such Mortgage) and shall take such actions relating to insurance with respect to such after-acquired Real Property and execute and/or delivery to the Collateral Agent such insurance certificates and other documentation (including with respect to title and flood insurance), in each case in form and substance satisfactory to the Collateral Agent, as the Collateral Agent shall reasonably request.

Section 5.11 Security Interests; Further Assurances. (a) Promptly, upon the reasonable request of the Collateral Agent or the Lender, at the Loan Parties' expense, execute, acknowledge and deliver, or cause the execution, acknowledgment and delivery of, and thereafter register, file or record, or cause to be registered, filed or recorded, in an appropriate governmental office, any document or instrument supplemental to or confirmatory of the Security Documents or otherwise deemed by the Collateral Agent reasonably necessary or desirable for the continued validity, enforceability, perfection and priority of the Liens on the Collateral covered thereby subject to no other Liens except Permitted Liens, or obtain any consents or waivers as may be necessary or appropriate in connection therewith.

(b) Without limiting the foregoing, deliver or cause to be delivered to the Collateral Agent from time to time such other documentation, instruments, consents, authorizations, approvals and Orders in form and substance reasonably satisfactory to the Collateral Agent as the Collateral Agent shall reasonably deem necessary or advisable to perfect or maintain the validity, enforceability, perfection and priority of the Liens on the Collateral pursuant to the Security Documents.

(c) Upon the exercise by the Collateral Agent or the Lender of any power, right, privilege or remedy pursuant to any Loan Document which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, execute and deliver all applications, certifications, instruments and other documents and papers that the Collateral Agent or the Lender may reasonably require.

(d) If the Lender or the Collateral Agent determine that they are required by any Legal Requirements to have appraisals prepared in respect of the Real Property of any Loan Party constituting Collateral, Borrower shall provide to the Lender and the Collateral Agent appraisals that satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of FIRREA and are otherwise in form and substance satisfactory to the Lender and the Collateral Agent.

(e) In furtherance of the foregoing in this Section 5.11 and Section 5.10, to the maximum extent permitted by applicable Legal Requirements, each Loan Party (i) authorizes each of the Collateral Agent and/or the Lender to execute any such documentation, consents, authorizations, approvals, Orders, applications, certifications, instruments and other documents and papers in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each of the Collateral Agent and/or the Lender to file any financing statement (and/or

equivalent foreign registration) required hereunder or under any other Loan Document, and any continuation statement or amendment (and/or equivalent foreign registration) with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (ii) ratifies the filing of any financing statement (and/or equivalent foreign registration), and any continuation statement or amendment with respect thereto (and/or equivalent foreign registration), filed without the signature of such Loan Party before the date hereof.

(f) Notwithstanding anything to the contrary contained in this Section 5.11 or in Section 5.10, (i) the attachment or perfection of Liens provided for therein shall not be required if, in the reasonable discretion of the Lender, the costs of obtaining such attachment or perfection in such assets or perfection thereof are excessive in relation to the benefit to the Collateral Agent, for the benefit of the Secured Parties, of the security to be afforded thereby, and (ii) Equity Interests in any Person that is not a Wholly Owned Subsidiary will be pledged only to the extent permitted by the terms of such Person's Organizational Documents.

Section 5.12 Information Regarding Collateral. (a) Not effect any change (i) in any Loan Party's legal name, (ii) in the location of any Loan Party's chief executive office, (iii) in any Loan Party's organizational structure, (iv) in any Loan Party's Federal Taxpayer Identification Number or organizational identification number, if any (except as may be required by applicable Legal Requirements, in which case, Borrower shall promptly notify the Lender of such change), or (v) in any Loan Party's jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), until (A) it shall have given the Collateral Agent and the Lender not less than 10 Business Days' prior written notice (in the form of an Officers' Certificate), or such lesser notice period agreed to by the Collateral Agent, of its intention so to do, clearly describing such change and providing such other information in connection therewith as the Collateral Agent or the Lender may reasonably request and (B) it shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the validity, enforceability, perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral, if applicable. Each Loan Party shall promptly provide the Collateral Agent with certified Organizational Documents reflecting any of the changes described in the preceding sentence. Each compliance certificate" delivered pursuant to Section 5.01(d) of the Term Loan Agreement shall notify the Senior Collateral Agent of any change (since, as applicable, the Closing Date or the compliance certificate theretofore most recently delivered pursuant to Section 5.01(d) of the Term Loan Agreement) in the location of any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral is located (including the establishment of any such new office or facility), if as a result of any such change, (x) a Landlord Access Agreement would be required to be delivered pursuant to Section 5.10 or (y) additional registrations would be required to be made to ensure continued perfection of the Collateral Agent's security interest in the Collateral.

(b) Concurrently with the delivery of financial statements pursuant to Section 5.01(a) of the Term Loan Agreement, deliver to the Collateral Agent a Perfection Certificate Supplement.

Section 5.13 Maintenance of Corporate Separateness. Satisfy in all material respects, customary corporate, limited liability company or other like formalities, including the accurate maintenance of separate organizational and business records. No Company shall make any payment to a creditor of another Company (in its capacity as a creditor of another Company) (other than pursuant to a guarantee by the payor Company permitted under Section 6.01) in respect of any liability of such other Company, and no bank account of any Company shall be commingled with any bank account of any other Company. No Company shall take any action, or conduct its affairs in a manner, that is reasonably likely to result in the organizational existence of such Company, or any other Company, being ignored, or in the

assets and liabilities of any Company being substantively consolidated with those of any other Company in an Insolvency Proceeding.

Section 5.14 Maintenance of Ratings. (a) Cause a monitored public corporate rating and a monitored public corporate family rating to be maintained by S&P and Moody's with respect to the Loans and (b) cause S&P and Moody's and to maintain a monitored public corporate rating and a monitored public corporate family rating, respectively, for Borrower.

Section 5.15 Designation as Senior Debt. Designate all Obligations as "Subordinated Indebtedness" (or equivalent term) under, and defined in, the Subordination Agreement and all other documentation governing Subordinated Indebtedness and in any other public senior indebtedness and all supplemental indentures thereto.

Section 5.16 Equity Contributions. Comply with, and cause Lassonde and its Affiliates to comply with, the requirements of the Equity Contribution Agreement.

Section 5.17 Post-Closing Matters. Execute and deliver the documents and complete the tasks set forth on Schedule 5.17, in each case within the time limits specified therein (as such limits may be extended by the Administrative Agent under Section sole discretion). References in the representations and warranties and covenants of this Agreement and the other Loan Documents to Loan Documents to be executed and delivered pursuant to this Section 5.17 shall be deemed to refer to such Loan Documents as and when delivered pursuant to this Section 5.17.

ARTICLE VI
NEGATIVE COVENANTS

Each Loan Party warrants, covenants and agrees with the Collateral Agent and the Lender that until the Termination Date has occurred, no Loan Party will, nor will they cause or permit any Subsidiaries to:

Section 6.01 Indebtedness. Incur, create, assume or permit to exist, directly or indirectly, any Indebtedness, except:

(a) Indebtedness incurred under the Loan Documents;

(b) Indebtedness outstanding on the Closing Date and listed on Schedule 6.01(b) and Permitted Refinancing Debt in respect thereof;

(c) Indebtedness consisting of Hedging Obligations under Permitted Hedging Agreements; *provided* that if such Hedging Obligations relate to interest rates, (i) such Hedging Obligations relate to payment obligations on Indebtedness otherwise permitted to be incurred by the Loan Documents and (ii) the notional principal amount of such Hedging Obligations at the time incurred does not exceed the principal amount of the Indebtedness to which such Hedging Obligations relate;

(d) Indebtedness permitted by Section 6.04;

(e) Indebtedness of Borrower and its Subsidiaries in respect of Purchase Money Obligations, Capital Lease Obligations and Synthetic Lease Obligations in an aggregate amount not to exceed $5,000,000 at any time outstanding;

(f) Indebtedness of the Loan Parties under the Revolving Credit Documents (including any notes issued in connection therewith) and any Permitted Refinancing Debt in respect thereof in an aggregate principal amount of all such Indebtedness not to exceed the maximum aggregate principal amount permitted under the Intercreditor Agreement with respect thereto;

(g) Indebtedness of the Loan Parties under the under the Term Loan Agreement in an aggregate principal amount at any time outstanding not to exceed the aggregate principal amount then outstanding of the Loans;

(h) Indebtedness in respect of bid, performance or surety bonds issued for the account of any Company in the ordinary course of business, including guarantees or obligations of any Company with respect to letters of credit supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed), in an aggregate amount not to exceed $2,000,000 at any time outstanding;

(i) Contingent Obligations of any Company in respect of Indebtedness otherwise permitted under this Section 6.01 (other than Section 6.01(i));

(j) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of incurrence;

(k) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(l) Indebtedness of any Person that becomes a Subsidiary after the Closing Date (provided that such Indebtedness (i) exists at the time such Person becomes a Subsidiary, (ii) is not created in anticipation or contemplation of such Person becoming a Subsidiary and (iii) is not directly or indirectly recourse to any of the Companies or any of their respective assets, other than to the Person that becomes a Subsidiary) and any Permitted Refinancing Debt in respect thereof, in an aggregate principal amount of all such Indebtedness for all such Subsidiaries not to exceed $1,000,000 at any time outstanding; and

(m) unsecured Indebtedness of any Company in an aggregate principal amount for all Companies not to exceed $3,000,000 at any time outstanding.

Section 6.02 Liens. Create, incur, assume or permit to exist, directly or indirectly, any Lien on any Property now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, the "**Permitted Liens**"):

(a) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and payable or delinquent and Liens for taxes, assessments or governmental charges or levies, which are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien;

(b) Liens in respect of Property of any Company imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics'

Liens and other similar Liens arising in the ordinary course of business, and which (i) do not in the aggregate materially detract from the value of the Property of the Companies, taken as a whole, or the Loan Parties, taken as a whole, and do not materially impair the use thereof in the operation of the business of the Companies, taken as a whole, or the Loan Parties, taken as a whole, and (ii) if they secure obligations that are then due and unpaid, are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien;

(c) any Lien in existence on the Closing Date and set forth on Schedule 6.02(c) and any Lien granted as a replacement or substitute therefor; *provided* that any such replacement or substitute Lien (i) except as permitted by clause (a) of the proviso to the definition of "Permitted Refinancing Debt", does not secure an aggregate amount of Indebtedness or other obligations, if any, greater than that secured on the Closing Date (*minus* the aggregate amount of any permanent repayments and prepayments thereof since the Closing Date but only to the extent that such repayments and prepayments by their terms cannot be reborrowed or redrawn and do not occur in connection with a refinancing of all or a portion of such Indebtedness) and (ii) does not encumber any Property other than the Property subject thereto on the Closing Date (any such Lien, an "**Existing Lien**");

(d) easements, rights-of-way, restrictions (including zoning restrictions), covenants, licenses, encroachments, protrusions, servitudes and other similar charges or encumbrances, and minor title deficiencies, in each case, on or with respect to any Real Property, whether now or hereafter in existence, not (i) securing Indebtedness, (ii) individually or in the aggregate materially impairing the value or marketability of such Real Property or (iii) individually or in the aggregate materially interfering with the ordinary conduct of the business of the Companies at or otherwise with respect to such Real Property;

(e) Liens arising out of judgments, attachments or awards not resulting in a Default and in respect of which such Company shall in good faith be diligently prosecuting an appeal or proceedings for review in respect of which there shall be secured a subsisting stay of execution pending such appeal or proceedings;

(f) Liens (other than any Lien imposed by ERISA) (x) imposed by law or deposits made in connection therewith in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security legislation, (y) incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (in each case, exclusive of obligations for the payment of Indebtedness) or (z) arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers; *provided* that (i) with respect to clauses (x), (y) and (z) of this Section 6.02(f), such Liens are for amounts not yet due and payable or delinquent or, to the extent such amounts are so due and payable, such amounts are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien, and (ii) to the extent such Liens are not imposed by Legal Requirements, such Liens shall in no event encumber any Property other than cash and Cash Equivalents and any related deposit accounts and securities accounts the balances of which are comprised solely of the applicable cash and Cash Equivalents required to satisfy clauses (x) through (z) above;

(g) Leases of the Properties of any Company, in each case entered into in the ordinary course of such Company's business so long as such Leases do not, individually or in the aggregate, (i) interfere in any material respect with the ordinary conduct of the business of any Company or (ii) materially impair the use or the value of the Property subject thereto;

(h) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by any Company in the ordinary course of business of such Company;

(i) Liens securing Indebtedness incurred pursuant to Section 6.01(e), *provided* that (i) any such Liens attach only to the Property being financed pursuant to such Indebtedness and the proceeds thereof, (ii) do not encumber any other Property of any Company and (iii) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 80% of the Fair Market Value or the cost of the Property secured by such Lien;

(j) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Company, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; *provided* that, unless such Liens are non-consensual and arise by operation of applicable Legal Requirements, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(k) Liens granted pursuant to the Security Documents to secure the Secured Obligations and, to the extent not prohibited under the Intercreditor Agreement, Liens granted by the Guarantors pursuant to the Revolving Credit Documents;

(l) licenses of Intellectual Property granted by any Company in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Companies;

(m) the filing of UCC or equivalent financing statements solely as a precautionary measure in connection with bailments, operating leases or consignment of goods;

(n) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC (or any equivalent provision of the UCC or any other foreign jurisdiction) covering only the items being collected upon;

(o) Liens granted by a Company in favor of a Loan Party in respect of Indebtedness owed by such Company to such Loan Party; *provided* that such Indebtedness is (i) evidenced by the Intercompany Subordinated Note and (ii) pledged by such Loan Party as Collateral pursuant to the Security Documents; and

(p) Liens on Property comprising fixed assets of a Person existing at the time such Person is acquired or merged with or into or consolidated with any Company to the extent securing Indebtedness permitted under Section 6.01(l); *provided* that such Liens (i) do not extend to Property not subject to such Liens at the time of such acquisition, merger or consolidation, (ii) are no more favorable to the lienholders than such existing Liens, (iii) are not created in anticipation or contemplation of such acquisition, merger or consolidation and (iv) attach only to fixed assets financed pursuant to such Indebtedness and the proceeds thereof and not encumber any other Property of any Company.

Section 6.03 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any Person whereby it shall sell or transfer any Property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property which it intends to use for substantially the same purpose or purposes as the Property being sold or transferred (a "**Sale and Leaseback Transaction**").

Section 6.04 Investments, Loans and Advances. Directly or indirectly, lend money or credit (by way of guarantee, assumption of debt or otherwise) or make advances to any Person, or purchase or acquire any stock, bonds, notes, debentures or other obligations or securities of, or any other interest in, or make any capital contribution to, any other Person, or purchase or own a futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract (all of the foregoing, collectively, "**Investments**"), except that the following shall be permitted:

(a) the Companies may consummate the Transactions in accordance with the provisions of the Transaction Documents;

(b) Investments outstanding on the Closing Date and identified on Schedule 6.04(b);

(c) the Companies may (i) acquire and hold accounts receivable owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) invest in, acquire and hold cash and Cash Equivalents, (iii) endorse negotiable instruments held for collection in the ordinary course of business or (iv) make lease, utility and other similar deposits in the ordinary course of business;

(d) Hedging Obligations permitted pursuant to Section 6.01(c);

(e) loans and advances to directors, employees and officers of a Loan Party and the Subsidiaries for *bona fide* business purposes and to purchase Equity Interests of Holdings or Parent in an aggregate amount not to exceed $500,000 at any time outstanding (calculated without regard to write-downs or write-offs thereof); *provided* that, following an IPO, no loans in violation of Section 402 of the Sarbanes-Oxley Act shall be permitted hereunder;

(f) Investments by (i) any Guarantor (other than Holdings) in any other Guarantor (other than Holdings) and (ii) a Subsidiary of Borrower that is not a Guarantor in any other Subsidiary of Borrower that is not a Guarantor; *provided* that any Investment in the form of a loan or advance by a Guarantor to another Guarantor or any Subsidiary of a Guarantor shall be evidenced by the Intercompany Subordinated Note and pledged by such Guarantor as Collateral pursuant to the Security Documents;

(g) Investments in securities of trade creditors or customers in the ordinary course of business and consistent with such Company's past practices that are received in settlement of *bona fide* disputes or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(h) mergers, amalgamations and consolidations in compliance with Section 6.05;

(i) Investments made by Holdings or any of its Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with Section 6.06;

(j) acquisitions of Property in compliance with Section 6.07 (other than Section 6.07(a));

(k) Restricted Payments in compliance with Section 6.08;

(l) unsecured intercompany loans, by any Subsidiary of Holdings to Holdings evidenced by the Intercompany Subordinated Note for purposes and in amounts that would otherwise be permitted to be made as Dividends to Holdings pursuant to Section 6.08(c) or Section 6.08(d); *provided* that the principal amount of any such loans shall reduce Dollar-for-Dollar the amounts that would otherwise be permitted to be paid for such purpose in the form of Dividends pursuant to Section 6.08(c) or Section 6.08(d);

(m) Permitted Acquisitions;

(n) other Investments in an aggregate amount not to exceed $1,000,000 on the date such Investments are made; and

(o) guaranties permitted under Section 6.01 and by any Guarantor of Indebtedness of other Guarantors to the extent such Indebtedness is permitted to be incurred hereunder.

Section 6.05 Mergers, Amalgamations and Consolidations. Wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation or change the jurisdiction or organization or formation (or agree to do any of the foregoing at any time), except as follows:

(a) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(b) any Disposition of assets in compliance with Section 6.06 (other than Section 6.06(e) and Section 6.06(f));

(c) any Permitted Acquisition;

(d) any merger or consolidation of a solvent Subsidiary of Borrower with or into any other Guarantor except Holdings (as long as a Guarantor (or, if Borrower is a party thereto, Borrower) is the surviving Person in such merger or consolidation and remains a Wholly Owned Subsidiary of Holdings); *provided* that the Lien on and security interest in such Property granted or to be granted in favor of the Collateral Agent under the Security Documents shall be maintained or created in accordance with the provisions of Section 5.10 or Section 5.11, as applicable;

(e) any merger, amalgamation or consolidation of any Wholly Owned Subsidiary of Holdings that is not a Guarantor with or into any other Wholly Owned Subsidiary of Holdings that is not a Guarantor;

(f) any Guarantor may change its jurisdiction of organization or formation or agree to do so, to the extent set forth in Section 5.12; and

(g) any dissolution, liquidation or winding up of the affairs of any Subsidiary of Holdings at any time if such dissolution, liquidation or winding up is not disadvantageous to any Secured Party in any material respect.

To the extent the Lender under Section 11.02(b) waives the provisions of this Section 6.05 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.05, such Collateral (unless sold to a Company or any Affiliate thereof), but not the proceeds thereof, shall be sold

free and clear of the Liens created by the Security Documents, and, so long as Borrower shall have previously provided to the Collateral Agent and the Lender such certifications or documents as the Collateral Agent and/or the Lender shall reasonably request in order to demonstrate compliance with this Section 6.05, the Collateral Agent shall take all actions it deems appropriate in order to effect the foregoing.

Section 6.06 Asset Sales. Effect any Disposition of any Property, or agree to effect any Disposition of any Property, except that the following shall be permitted:

(a) (i) Dispositions of obsolete, worn out, used or surplus Property by Borrower or any of its Subsidiaries in the ordinary course of business and the abandonment or other Disposition of Intellectual Property that is, in the reasonable good faith judgment of Borrower, no longer economically practicable to maintain or useful in the conduct of the business of the Companies taken as a whole and (ii) Dispositions of Property to the extent that such Property is exchanged for credit against the purchase price of similar replacement Property;

(b) other Dispositions of Property; *provided* that (i) the aggregate consideration received in respect of all Dispositions of Property pursuant to this clause (b) shall not exceed $3,000,000 in any period of 12 consecutive months, but, in any event, shall not exceed $2,000,000 with respect to any single Disposition of Property or series or related Dispositions, (ii) such Dispositions of Property are made for Fair Market Value and on an arm's-length commercial basis, (iii) at least 90% of the consideration payable in respect of such Disposition of Property is in the form of cash or Cash Equivalents and (iv) at the time of and immediately after giving effect to such Disposition of Property, no Default shall have occurred and be continuing on such date;

(c) leases and subleases of real or personal Property (other than Sale and Leaseback Transactions) that are in the ordinary course of business, that provide for annual rent and other payments by the lessee thereunder not in excess of $250,000 in any fiscal year, or that are reasonably acceptable to the Lender

(d) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(e) Investments in compliance with Section 6.04;

(f) mergers, amalgamations and consolidations in compliance with Section 6.05;

(g) Restricted Payments in compliance with Section 6.08;

(h) sales of inventory in the ordinary course of business and Dispositions of cash and Cash Equivalents in the ordinary course of business or not in the ordinary course of business and not otherwise constituting a breach of any covenant in this Agreement;

(i) any Disposition of Property that constitutes a Casualty Event;

(j) within 20 Business Days following the Closing Date, the Disposition by Clement Pappas of the Executive Life Insurance Policies; and

(k) any Disposition of Property by any Subsidiary of Holdings to any of its Wholly Owned Subsidiaries; *provided* that if the transferor of such Property is a Guarantor, the transferee thereof must be a Guarantor.

To the extent the Lender under Section 11.02(b) waives the provisions of this Section 6.06, with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.06, such Collateral (unless sold to a Company or any Affiliate thereof), but not the proceeds thereof, shall be sold free and clear of the Liens created by the Security Documents, and, so long as Borrower shall have previously provided to the Collateral Agent and the Lender such certifications or documents as the Collateral Agent and/or the Lender shall reasonably request in order to demonstrate compliance with this Section 6.06, the Collateral Agent shall take all actions it deems appropriate in order to effect the foregoing.

Section 6.07 Acquisitions. Directly or indirectly purchase or otherwise acquire (in one or a series of related transactions) any part of the Property of any Person (or agree to do any of the foregoing at any time), except that the following shall be permitted:

(a) Investments in compliance with Section 6.04;

(b) Capital Expenditures by Borrower and its Subsidiaries shall be permitted to the extent not prohibited by Section 6.10(c);

(c) purchases and other acquisitions of inventory, materials, equipment and intangible Property in the ordinary course of business;

(d) leases or licenses of real or personal Property in the ordinary course of business and in accordance with this Agreement and the applicable Security Documents;

(e) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(f) Permitted Acquisitions;

(g) mergers and consolidations in compliance with Section 6.05; and

(h) Restricted Payments in compliance with Section 6.08;

provided that the Lien on and security interest in such Property granted or to be granted in favor of the Collateral Agent under the Security Documents shall be maintained or created in accordance with the provisions of Section 5.10 or Section 5.11, as applicable.

Section 6.08 Restricted Payments. Authorize, declare or pay, directly or indirectly, any Restricted Payment or incur any obligation (contingent or otherwise) to do so, except that the following shall be permitted:

(a) (i) Restricted Payments by any Company that is a Wholly Owned Subsidiary of Borrower to Borrower or any Guarantor that is a Wholly Owned Subsidiary of Borrower, and (ii) to the extent permitted under the Subordination Agreement, Restricted Payments by any Guarantor to the Lender and by any Company to Quebec LP.

(b) Restricted Payments by Borrower to Holdings the proceeds of which are immediately applied to make Restricted Payments to the Parent, which in turn shall immediately apply such amounts as payments to the Parent's shareholders; *provided* that (x) the amount of any such Restricted Payment shall not exceed the Cumulative Credit at the time thereof, (y) the aggregate of such Restricted Payments paid in any 12-month period ending on or before the third anniversary of the Closing

Date shall not exceed $6,000,000 and (z) both before and after giving pro forma effect to any such Restricted Payment (i) no Default or Event of Default shall have occurred and shall be continuing, (ii) the unused availability under the Revolving Credit Agreement shall be not less than $30,000,000 and (iii) the Total Leverage Ratio shall be less than 2.50 to 1.00.

(c) (A) to the extent actually used substantially concurrently by Holdings or Parent to pay such taxes, costs and expenses, payments by Borrower or Holdings to or on behalf of Holdings, the Parent and their parent holding companies in an amount sufficient to pay franchise taxes and other fees required to maintain the legal existence of Holdings, the Parent and their parent holding companies and (B) payments by Borrower or Holdings to or on behalf of Holdings or Parent in an amount sufficient to pay out-of-pocket legal, accounting and filing costs, directors' and officers' liability insurance and other expenses in the nature of overhead in the ordinary course of business of Holdings, the Parent and their parent holding companies, in the case of clauses (A) and (B) in an aggregate amount not to exceed $1,000,000 in any period of 12 consecutive months; and

(d) Permitted Tax Distributions (but without duplication of amounts paid for Taxes pursuant to Section 6.08(c)); and

(e) The payment by Clement Pappas to its former shareholder of a working capital adjustment to the extent, if any required by Section 2.7(e) of the Acquisition Agreement; with the proceeds of revolving loans under the Revolving Credit Agreement; *provided* that to the extent such payment exceeds $500,000, such excess shall be paid with the proceeds of a Qualified Excluded Issuance; *provided*, *further*, that to the extent, if any, that any such working capital adjustment required by Section 2.7(e) of the Acquisition Agreement requires a payment by any of Clement Pappas's former shareholders and such payment is made to any direct or indirect shareholder of Holdings, such payment shall be deemed for all purposes of this Agreement to be a Restricted Payment by Holdings to such shareholder that is not permitted under this Section 6.08.

provided that the amount of Restricted Payments that may be made for a particular purpose pursuant to Section 6.08(c) or Section 6.08(d) shall be reduced Dollar-for-Dollar by the amount of any such payments made for such purpose in the form of an intercompany loan by Borrower or one of its Subsidiaries to Holdings pursuant to Section 6.04(l).

Section 6.09 Transactions with Affiliates. Enter into, directly or indirectly, any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of any Company (other than (x) between or among the Loan Parties or (y) between or among the Companies that are not Loan Parties), other than on terms and conditions at least as favorable to such Company as would reasonably be obtained by such Company at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except that the following shall be permitted:

(a) Restricted Payments permitted by Section 6.08;

(b) Investments permitted by Section 6.04(e) and Section 6.04(f);

(c) reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans) and indemnification arrangements, in each case approved by the Board of Directors of the applicable Company;

(d) the Equity Contribution Agreement as in effect on the date hereof; and

(e) the Transactions as contemplated by, and in accordance with, the Transaction Documents.

Section 6.10 Financial Covenants.

(a) Maximum Total Leverage Ratio. Permit the Total Leverage Ratio of Borrower and its Subsidiaries, as of the last day of any Test Period occurring during any period set forth in the table below, to exceed the ratio set forth opposite such period in the table below:

Period	Total Leverage Ratio
Closing Date through June 30, 2012	5.35 to 1.00
July 1, 2012, through September 30, 2012	5.00 to 1.00
October 1, 2012, through December 31, 2012	4.75 to 1.00
January 1, 2013, through March 31, 2013	4.50 to 1.00
April 1, 2013, through June 30, 2013	4.25 to 1.00
July 1, 2013, through December 31, 2013	4.00 to 1.00
January 1, 2013, through March 31, 2014	3.75 to 1.00
April 1, 2014, through September 30, 2014	3.50 to 1.00
October 1, 2014, through December 31, 2014	3.25 to 1.00
January 1, 2015, through June 30, 2015	3.00 to 1.00
July 1, 2015, through December 31, 2015	2.75 to 1.00
January 1, 2016, through Maturity Date	2.50 to 1.00

(b) Minimum Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio of Borrower and its Subsidiaries, as of the last day of any Test Period occurring during any period set forth in the table below, to be less than the amount set forth opposite such period in the table below:

Period	Consolidated Interest Coverage Ratio
Closing Date through June 30, 2012	2.75 to 1.00
July 1, 2012, through December 31, 2012	3.00 to 1.00
January 1, 2013, through June 30, 2013	3.15 to 1.00
July 1, 2013, through December 31, 2013	3.25 to 1.00
January 1, 2014, through June 30, 2014	3.35 to 1.00
July 1, 2014, through September 30, 2014	3.45 to 1.00
October 1, 2014, through March 31, 2015	3.60 to 1.00
April 1, 2015, through September 30, 2015	3.70 to 1.00
October 1, 2015, through March 31, 2016	3.80 to 1.00
April 1, 2016, through Maturity Date	4.00 to 1.00

(c) Limitation on Capital Expenditures. Permit the aggregate amount of Capital Expenditures made by Borrower and its Subsidiaries in any period set forth below (a "**Base Period**"), to exceed the amount set forth below (the "**Base Amount**") opposite such period below:

Base Period	Base Amount

Base Period	Base Amount
Closing Date through December 31, 2011	$4,000,000
January 1, 2012, through December 31, 2012	$11,800,000
January 1, 2013, through December 31, 2013	$13,200,000
January 1, 2014, through December 31, 2014	$13,200,000
January 1, 2015, through December 31, 2015	$13,500,000
January 1, 2016, through December 31, 2016	$13,900,000
January 1, 2017, through Maturity Date	$9,500,000

provided, *however*, that (i) if the aggregate amount of Capital Expenditures made in any Base Period shall be less than the Base Amount for such Base Period (before giving effect to any carryover), then an amount of such shortfall not exceeding 50% of the Base Amount in the immediately preceding Base Period (without giving effect to clause (iii) below) may be added to the Base Amount for the immediately succeeding (but not any other) Base Period ; *provided* that, if any Default or Event of Default has occurred and is then continuing at the commencement of any Base Period, this clause (i) shall not apply with respect to such Base Period until such time as no Default or Event of Default shall exist, (ii) in determining whether any amount is available for carryover, the amount expended in any Base Period shall first be deemed to be expended from the Base Amount for such Base Period (before giving effect to any carryover) and (iii) the Base Amount for any period may be increased by the amount of (A) the Net Cash Proceeds of Qualified Excluded Issuances to the extent such Net Cash Proceeds are actually applied to make Capital Expenditures and (B) the proceeds of any Loans advanced pursuant to Section 2.13 to the extent that (x) the proceeds of such Loans are actually applied to make Capital Expenditures and (y) both before and after giving effect to such Loans and the use of the proceeds thereof on a Pro Forma Basis as of the end of the most recently ended Test Period, the Total Leverage Ratio is less than 2.50 to 1.00.

Section 6.11 Prepayments of Other Indebtedness; Modifications of Organizational Documents, Acquisition and Certain Other Documents, etc. Directly or indirectly:

(a) make or offer to make (or give any notice in respect thereof) any voluntary or optional payment or prepayment on or redemption, retirement, defeasance, or acquisition for value of, or any prepayment or redemption as a result of any asset sale, change of control or similar event of, any Indebtedness outstanding under any Subordinated Indebtedness;

(b) waive, amend, supplement or modify, or permit the waiver, amendment, supplementation or modification of, any provision of any Transaction Document or any Material Indebtedness in any manner that is, or could reasonably be expected to be, adverse in any material respect to the interests of any Secured Party; or

(c) terminate, amend, modify (including electing to treat any Pledged Interests (as defined in the Security Agreement) as a "security" under Section 8-103 of the UCC (or any equivalent provision of the UCC or any other applicable Legal Requirements)) or change any of its Organizational Documents (including by the filing or modification of any certificate of designation) or any agreement to which it is a party with respect to its Equity Interests (including any stockholders' agreement), or enter into any new agreement with respect to its Equity Interests, other than any such amendments,

modifications or changes or such new agreements which are not, and could not reasonably be expected to be, adverse in any material respect to the interests of any Secured Party.

Section 6.12 Limitation on Certain Restrictions on Subsidiaries. Directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance, restriction or condition on the ability of any Subsidiary to (i) pay Dividends or make any other distributions on its Equity Interests or any other interest or participation in its profits owned by any Company, or pay any Indebtedness owed to any Company, (ii) make loans or advances to any Company or (iii) transfer any of its Properties to any Company, except for such encumbrances, restrictions or conditions existing under or by reason of:

(a) applicable mandatory Legal Requirements;

(b) the Loan Documents, the Convertible Loan Documents, the Term Loan Documents and the Revolving Facility Documents as in effect on the Closing Date;

(c) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary;

(d) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business;

(e) customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale; *provided* that (i) such restrictions and conditions apply only to the Property to be sold, and (ii) such sale or other Disposition is permitted hereunder; or

(f) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the Revolving Facility Documents; *provided* that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those before such amendment or refinancing.

Section 6.13 Limitation on Issuance of Capital Stock. (a) With respect to Holdings, issue any Equity Interest that is Disqualified Stock.

(b) With respect to Borrower or any of its Subsidiaries, issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (i) for stock splits, stock dividends and additional issuances of Equity Interests which do not decrease the percentage ownership of Borrower or any Subsidiaries in any class of the Equity Interests of such Subsidiary, (ii) Subsidiaries of Borrower formed or acquired after the Closing Date in accordance with Section 6.14 may issue Equity Interests to Borrower or the Wholly Owned Subsidiary of Borrower which is to own such Equity Interests, and (iii) Borrower may issue common stock that is Qualified Capital Stock to Holdings. All Equity Interests issued in accordance with this Section 6.13(a) shall, to the extent required by Section 5.10 and Section 5.11 or any Security Document, be delivered to the Collateral Agent for pledge pursuant to the applicable Security Document.

Section 6.14 Limitation on Creation of Subsidiaries. Establish, create or acquire any additional Subsidiaries without the prior written consent of the Lender; *provided* that, without such consent, Borrower may (i) establish or create one or more Wholly Owned Subsidiaries, (ii) establish, create or acquire one or more Subsidiaries in connection with an Investment made pursuant to Section

6.04(f), or (iii) acquire one or more Subsidiaries in connection with a Permitted Acquisition or another Investment permitted hereunder, so long as, in each case, Section 5.10 shall be complied with.

Section 6.15 Business. (a) With respect to Holdings, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of the Equity Interests of Borrower, (ii) activities with respect to its rights and obligations under or in connection with the Acquisition Documents, the Equity Contribution Agreement, the Loan Documents, the Term Loan Documents and the Revolving Credit Documents and (iii) special purpose holding company activities and Properties reasonably incidental to the foregoing clauses (i) and (ii).

(b) With respect to Borrower and its Subsidiaries, engage (directly or indirectly) in any businesses other than those businesses in which Borrower and its Subsidiaries are engaged on the Closing Date as described in the Confidential Information Memorandum (or which are substantially related thereto or are reasonable extensions thereof).

Section 6.16 Limitation on Accounting Changes. Make or permit, any change in accounting policies or reporting practices, without the consent of the Lender, which consent shall not be unreasonably withheld, except changes that are required by GAAP (subject in each case to the provisions of Section 1.04).

Section 6.17 Fiscal Periods. Change its fiscal year-end and fiscal quarter-ends to dates (or permit to exist fiscal year-end and fiscal quarter-end dates), except that on the Closing Date to a fiscal year-end of December 31 and to fiscal quarter-ends on the last day of each calendar quarter.

Section 6.18 No Further Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of any Company to create, incur, assume or suffer to exist any Lien upon any of its Properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any Lien for an obligation if a Lien is granted for another obligation, except the following: (a) this Agreement, the other Loan Documents, the Term Loan Documents and the Revolving Credit Documents; (b) covenants in documents creating Liens permitted by Section 6.02 prohibiting further Liens (other than Liens permitted under Section 6.02(k)) on the Properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable Legal Requirements, or (ii) consists of customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale or other Disposition; *provided* that (1) such restrictions apply only to such Property and (2) such sale other Disposition is permitted hereunder, or (iii) restricts subletting or assignment of any lease governing a leasehold interest of Borrower or any of its Subsidiaries.

Section 6.19 Anti-Terrorism Law; Anti-Money Laundering. (a) Directly or indirectly, (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.22, (ii) knowingly deal in, or otherwise engage in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and the Loan Parties shall deliver to the Lender any certification or other evidence requested from time to time by the Lender in its reasonable discretion, confirming the Companies' compliance with this Section 6.19).

(b) Cause or permit any of the funds of such Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of Legal Requirements.

Section 6.20 Embargoed Person. Cause or permit (a) any of the funds or Properties of the Loan Parties that are used to repay the Loans to constitute Property of, or be beneficially owned directly or indirectly by, any Person subject to sanctions or trade restrictions under United States law ("**Embargoed Person**" or "**Embargoed Persons**") that is identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by OFAC and/or on any other similar list ("**Other List**") maintained by OFAC pursuant to any authorizing statute including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq*., the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Order or regulation promulgated thereunder, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements, or the Loans made by the Lender would be in violation of Legal Requirements, or (2) the Executive Order, any related enabling legislation or any other similar executive orders, or (b) any Embargoed Person to have any direct or indirect interest, of any nature whatsoever in the Loan Parties, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements are in violation of applicable Legal Requirements.

Section 6.21 Foreign Plans. No Company will sponsor, maintain, contribute to, or in incur any obligation to contribute to any Foreign Plan, nor will any Company take any action that would reasonably be expected to result in any material liability under or with respect to any Foreign Plan.

Section 6.22 Restrictions on Revolving Credit Debt. No Company or any of its Affiliates shall (a) make repayment, redemption, prepayment or other payment under the Revolving Credit Documents in violation of the Intercreditor Agreement or (b) amend or modify the Revolving Credit Documents, except as permitted in the Intercreditor Agreement. Clement Pappas shall furnish to the Collateral Agent all written notices claiming default or demands for performance of any of the Revolving Credit Documents either received by any CP Guarantor or on its behalf, promptly after receipt thereof, or sent by any CP Guarantor on its behalf, concurrently with the sending thereof, as the case may be, other than financial reporting items that Borrower also delivers to the Administrative Agent pursuant to this Agreement.

ARTICLE VII
GUARANTEE

Section 7.01 The Guarantee. The Guarantors hereby, jointly and severally, guarantee, as primary obligors and not as sureties, to each Secured Party and their respective successors and assigns, the prompt payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Bankruptcy Code or any other Insolvency Law after any bankruptcy or insolvency petition under the Bankruptcy Code or any other Insolvency Law) on the Loans made by the Lender to, and the Note held by the Lender of, Borrower, and all other Secured Obligations from time to time owing to the Secured Parties by any Loan Party in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). The Guarantors hereby jointly and severally agree that if Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02 Obligations Unconditional. The obligations of the Guarantors under Section 7.01 shall constitute a guaranty of payment and performance and not of collection and to the fullest extent permitted by applicable Legal Requirements, are primary, absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations under this Agreement, the Note or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (other than the occurrence of the Termination Date). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Note, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of, any Secured Party as security for any of the Guaranteed Obligations shall fail to be valid, perfected or to have the priority required under the Loan Documents; or

(e) the release of any other Guarantor pursuant to Section 7.09.

The Guarantors hereby expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against Borrower or any Guarantor under this Agreement or the Note or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment and performance without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall be primary and shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other Person at any time of any right or remedy against Borrower or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and their respective successors and assigns, and shall

inure to the benefit of the Secured Parties, and their respective successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 7.03 Reinstatement. The obligations of the Guarantors under this Article VII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Borrower or other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 7.04 Subrogation; Subordination. Each Guarantor hereby agrees that until the Termination Date has occurred it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 7.01, whether by subrogation or otherwise, against Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party permitted pursuant to Section 6.04(f) shall be subordinated to the Secured Obligations in the manner set forth in the Intercompany Subordinated Note evidencing such Indebtedness.

Section 7.05 Remedies. The Guarantors jointly and severally agree that, as between the Guarantors and the Lender, the obligations of Borrower under this Agreement and other Loan Documents may be declared to be forthwith due and payable as provided in Article VIII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VIII) for purposes of Section 7.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 7.01.

Section 7.06 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article VII constitutes an instrument for the payment of money, and consents and agrees that the Lender or the Collateral Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

Section 7.07 Continuing Guarantee. The guarantee in this Article VII is a continuing guarantee of payment and performance, and shall apply to all Guaranteed Obligations whenever arising.

Section 7.08 General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency or reorganization law or other Legal Requirement affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the rights of subrogation and contribution established in Section 7.04 and Section 7.10, respectively) that is valid and enforceable, not void or voidable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.09 Release of Guarantors. If, in compliance with the terms and provisions of the Loan Documents, (i) all of the Equity Interests or (ii) all or substantially all of the Property of any

Guarantor are sold or otherwise transferred (a "**Transferred Guarantor**") to a Person or Persons (other than any Company or any Affiliate thereof), such Transferred Guarantor shall, upon the consummation of such sale or transfer, be automatically released from its obligations under this Agreement (including under Section 11.03) and its obligations to pledge and grant any Collateral owned by it pursuant to any Security Document and, in the case of the sale of all of the Equity Interests of the Transferred Guarantor, the pledge of such Equity Interests to the Collateral Agent pursuant to the Security Documents shall be automatically released, and, so long as Borrower shall have previously provided the Lender and Collateral Agent such certifications and documents as reasonably requested (it being understood that the Lender or Collateral Agent, as the case may be, may rely conclusively on any certificate or document to provided to it by any Loan Party upon its reasonable request without further inquiry), the Collateral Agent may take such actions as are necessary to effect each release described in this Section 7.09 in accordance with the relevant provisions of the Security Documents. The Lender irrevocably agrees that the Lender and the Collateral Agent may execute any document necessary to evidence the release of a Transferred Guarantor from its obligations under this Agreement; *provided*, *however*, that (1) neither the Lender nor the Collateral Agent shall be required to execute any document necessary to evidence such release on terms that, in the Lender's or the Collateral Agent's reasonable opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Transferred Guarantor without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly so released) and the Collateral Agent's Liens shall automatically attach to the proceeds from any such sale, license, lease, or other dispositions of any such Collateral.

Section 7.10 Right of Contribution. (a) The Loan Parties hereby agree as among themselves that, if any Loan Party shall make an Excess Payment (as defined below), such Loan Party shall have a right of contribution from each other Loan Party in an amount equal to such other Loan Party's Contribution Share (as defined below) of such Excess Payment. The payment obligations of any Loan Party under this Section 7.10 shall be subordinate and subject in right of payment to the Secured Obligations until such time as the Secured Obligations have been paid in full in cash and the Commitment has terminated or expired, and none of the Loan Parties shall exercise any right or remedy under this Section 7.10 against any other Loan Party until such time as all Secured Obligations have been performed and paid in full in cash and the Commitment has been terminated. For purposes of this Section 7.10, (a) "**Excess Payment**" means the amount paid by any Loan Party in excess of its Pro Rata Share of any Secured Obligations; (b) "**Pro Rata Share**" means, for any Loan Party in respect of any payment of the Secured Obligations, the ratio (expressed as a percentage) as of the date of such payment of Secured Obligations of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of its assets and other Properties of all Loan Parties exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of all Loan Parties) of the Loan Parties; and (c) "**Contribution Share**" means, for any Loan Party in respect of any Excess Payment made by any other Loan Party, the ratio (expressed as a percentage) as of the date of such Excess Payment of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of all assets and other Properties of the Loan Parties other than the maker of such Excess Payment exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of the Loan Parties) of the Loan Parties other than the maker of such Excess Payment. Nothing in this Section 7.10 shall require any Loan Party to pay its Contribution Share of any Excess Payment in the absence of a demand therefor by the Loan Party that has

made the Excess Payment. Without limiting the foregoing in any manner, it is the intent of the parties hereto that as of any date of determination, no Contribution Amount of any Loan Party shall be greater than the maximum amount of the claim which could then be recovered from such Loan Party under this Section 7.10 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code, any other Insolvency Law or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law, in each case after giving effect (a) to all other liabilities of such Loan Party, contingent or otherwise, that are relevant under such laws (specifically excluding, however, any liabilities of such Loan Party in respect of (x) intercompany Indebtedness to Quebec LP or (y) intercompany Indebtedness from any Guarantor to the Lender to the extent that intercompany Indebtedness from such Loan Party to Quebec LP would be discharged (either directly or indirectly by means of Restricted Payments from the Lender to Quebec LP or repayment of Indebtedness under the Convertible Loan Documents with the proceeds of such payments) in an amount equal to the amount paid by such Loan Party hereunder) and (b) to the value as assets of such Loan Party (as determined under the applicable provisions of such laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by such Loan Party pursuant to (i) applicable Legal Requirements, (ii) Section 7.04, Section 7.08 and this Section 7.10 or (iii) any other contractual obligations providing for an equitable allocation among such Loan Party and other Loan Parties of obligations arising under this Article VII or other guaranties of the Obligations by such parties.

(b) This Section 7.10 is intended only to define the relative rights of the Loan Parties and nothing set forth in this Section 7.10 is intended to or shall impair the obligations of the Loan Parties, jointly and severally, to pay any amounts and perform any obligations as and when the same shall become due and payable or required to be performed in accordance with the terms of this Agreement or any other Loan Document. Nothing contained in this Section 7.10 shall limit the liability of Borrower to pay the Loans made to Borrower and accrued interest, fees and expenses with respect thereto for which Borrower shall be primarily liable.

(c) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Parties to which such contribution and indemnification is owing.

(d) The rights of any indemnified Loan Party against the other Loan Parties under this Section 7.10 shall be exercisable upon, but shall not be exercisable prior to, the full and indefeasible payment of the Secured Obligations and termination or expiration of the Commitment under the Loan Documents.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default. Upon the occurrence and during the continuance of any of the following events (each, an "**Event of Default**"):

(a) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof (including a Loan Repayment Date) or at a date fixed for mandatory repayment thereof or by acceleration thereof or otherwise;

(b) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in clause (a) above) due under any Loan Document, when and as the same shall become due and payable, whether at the due date thereof (including an Interest Payment Date) or at a date fixed for prepayment (whether optional or mandatory) or by

acceleration or demand thereof or otherwise, and such default shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings of Loans hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(d) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in Section 5.01, Section 5.03(a), Section 5.04(a), Section 5.04(c), Section 5.07, Section 5.08, Section 5.10, Section 5.17 or in Article VI;

(e) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraphs (a), (b) or (d)) and such default shall continue unremedied or shall not be waived for a period of 20 days (or three Business Days in the case of the Fee Letter) after the occurrence thereof;

(f) any Company shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Material Indebtedness (other than the Obligations), when and as the same shall become due and payable (after delivery of any notice, if required to be provided with respect thereto) beyond any applicable grace period, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness if the effect of any failure referred to in this clause (B) is to cause, or to permit the holder or holders of such Material Indebtedness or a trustee or other representative on its or their behalf (with or without the giving of notice, the lapse of time or both) to cause, such Indebtedness to become due before its stated maturity or become subject to a mandatory offer to purchase by the obligor;

(g) an Insolvency Proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of any Company or of a substantial part of the Property of any Company, under any Insolvency Law or federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for any Company or for a substantial part of the Property of any Company, or (iii) the winding-up or liquidation of any Company; and such proceeding or petition shall continue undismissed for 60 days or an Order approving or ordering any of the foregoing shall be entered;

(h) any Company shall (i) voluntarily commence any proceeding or file any petition seeking relief under any Insolvency Laws, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any Insolvency Proceeding or the filing of any petition described in clause (g) above, (iii) apply for or consent to the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for any Company or for a substantial part of the Property of any Company, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due, (vii) wind up or liquidate (except to the extent permitted under Section 6.05(g)), or (viii) take any action for the purpose of effecting any of the foregoing;

(i) one or more Orders for the payment of money in an aggregate amount exceeding $5,000,000 (that are not covered by insurance under a policy permitted under Section 5.04, it being understood that even if such amounts are covered by insurance from such an insurance company, such amounts shall count against such basket if responsibility for such amounts has been denied by such insurance company or such insurance company has not been promptly notified of such amounts) shall be rendered against any Company or any combination thereof and the same shall remain undischarged, unvacated and unbonded for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon Properties of any Company to enforce any such Order;

(j) one or more ERISA Events shall have occurred that, when taken together with all other such ERISA Events that have occurred, could reasonably be expected to result in liability of any Company or any of its ERISA Affiliates in an aggregate amount exceeding $5,000,000;

(k) any Lien purported to be created by any Security Document shall cease to be in full force and effect, or shall cease to give the Collateral Agent, for the benefit of the Secured Parties, the Liens, rights, powers and privileges purported to be created and granted under such Security Documents (including a valid, enforceable, perfected first priority Lien on, all of the Collateral thereunder (except as otherwise expressly provided in this Agreement or such Security Document)) in favor of the Collateral Agent, or shall be asserted by or on behalf of any Company not to be, a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Security Document) Lien on the Collateral covered thereby;

(l) any Loan Document or the Equity Contribution Agreement or, in each case, any material provision thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by or on behalf of any Loan Party or any Affiliate thereof, or by any Governmental Authority, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Company (directly or indirectly) shall repudiate, revoke, terminate or rescind (or purport to do any of the foregoing) or deny any portion of its liability or obligation for the Obligations or the payments under the Equity Contribution Agreement;

(m) there shall have occurred a Change in Control;

(n) on any day after the Closing Day, any Loan Party shall be prohibited or otherwise restrained in any material respect from conducting the business theretofore conducted by it for a period of time and in a manner that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect by virtue of any final, non-appealable Order of any court or Governmental Authority of competent jurisdiction;

(o) the Acquisition shall not have occurred on the Closing Date in all material respects in accordance with the terms and conditions of the Acquisition Agreement; or

(p) the Liens securing obligations under the Revolving Credit Documents shall cease, for any reason, to be validly subordinated to the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Intercreditor Agreement or any Company (directly or indirectly) or the holders of at least 50% in aggregate principal amount of the Indebtedness and unused commitments under the Revolving Credit Agreement (or any representative, agent or trustee on behalf of such holders) shall so assert;

then, and in every such event (other than any event with respect to a Loan Party described in Section 8.01(g) or Section 8.01(h) above), and at any time thereafter during the continuance of such event, the Lender may by notice to Borrower, take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitment; (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued other Obligations of the Loan Parties accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding; and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; and in any event with respect to any Loan Party described in Section 8.01(g) or Section 8.01(h) above, the Commitment shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding.

Section 8.02 Rescission. If at any time after termination of the Commitment or acceleration of the maturity of the Loans, the Loan Parties shall pay all arrears of interest and all payments on account of principal of the Loans and owing by them that shall have become due otherwise than by acceleration (with interest on principal and, to the extent permitted by law, on overdue interest, at the rates specified herein) and all Defaults (other than non-payment of principal of and accrued interest on the Loans due and payable solely by virtue of acceleration) shall be remedied or waived pursuant to Section 11.02, then upon the written consent of the Lender (which may be given or withheld in its sole discretion) and written notice to Borrower, the termination of the Commitment or the acceleration and their consequences may be rescinded and annulled; but such action shall not affect any subsequent Default or impair any right or remedy consequent thereon. The provisions of the preceding sentence are intended merely to bind the Lender and the other Secured Parties to a decision that may be made at the election of the Lender, and such provisions are not intended to benefit Borrower and the other Loan Parties and do not give Borrower and/or any of the Loan Parties the right to require the Lender to rescind or annul any acceleration hereunder, even if the conditions set forth herein are met.

Section 8.03 Right to Cure.

(a) Financial Covenants. Notwithstanding anything to the contrary contained in Section 8.01, in the event that Borrower fails to comply with the requirements of the financial covenants set forth in Section 6.10 as of the last day of any fiscal quarter, until the expiration of the 10th Business Day subsequent to the Cure Specified Date for such fiscal quarter, Borrower shall have the right to give written notice (the "**Cure Notice**"), on or prior to the 5th Business Day subsequent to such Cure Specified Date, to the Lender of the intent (collectively, the "**Cure Right**") of:

(i) the Parent to issue Equity Interests for cash or otherwise receive cash common equity contributions to the capital of the Parent (the aggregate amount thereof, the "**Cure Amount**"); and

(ii) the Parent to contribute such Cure Amount in cash to Holdings as Permitted Cure Securities and Holdings to contribute the Cure Amount in cash by Holdings as Qualified Capital Stock of Borrower,

and, upon the payment by Borrower of the Cure Amount in cash either to the Lender or to Quebec LP pursuant to the exercise by Borrower of such Cure Right, which exercise shall be made on or before the 10th Business Day subsequent to such Cure Specified Date, the covenants set forth in Section 6.10 shall be recalculated giving effect to the following adjustments on a Pro Forma Basis:

(ii) Consolidated EBITDA shall be increased with respect to such applicable fiscal quarter and any Test Period that contains such fiscal quarter, solely for the purpose of measuring the financial covenants set forth in Section 6.10 and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; and

(iii) if, after giving effect to the foregoing recalculations, Borrower shall then be in compliance with the requirements of the financial covenants set forth in Section 6.10, Borrower shall be deemed to have satisfied the requirements of such financial covenants as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of such financial covenants that had occurred shall be deemed cured for purposes of this Agreement.

(b) No Default. Notwithstanding anything herein to the contrary, (i) a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 5th Business Day after the applicable Cure Specified Date with respect to such fiscal quarter with respect to such fiscal period, (ii) to the extent a Cure Notice is delivered by Borrower within 5 Business Days after such Cure Specified Date, a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 10th Business Day after the applicable Cure Specified Date with respect to the applicable fiscal quarter and (iii) if the Cure Amount is not made within 10 Business Days after the applicable Cure Specified Date with respect to the applicable fiscal quarter, each such Default or Event of Default referenced in clauses (i) and (ii) above shall be deemed reinstated as of the end of the applicable fiscal quarter, it being further agreed that the Obligations shall bear interest at the Default Rate as applied in accordance with Section 2.05(c) as of the end of such applicable fiscal quarter.

(c) Limitation on Exercise of Cure Right. Notwithstanding anything herein to the contrary, (i) in each four fiscal quarter period, there shall be at least two consecutive fiscal quarters during which the Cure Right is not exercised, (ii) in each eight fiscal quarter period, there shall be at least four consecutive fiscal quarters during which the Cure Right is not exercised, (iii) the Cure Right may only be exercised four times during the term of this Agreement, (iv) the Cure Amount shall be no greater than the minimum amount required to cause Borrower to be in compliance with the financial covenants set forth in Section 6.10 as at the end of the applicable fiscal quarter, (v) all Cure Amounts shall be disregarded for purposes of determining any pricing, financial ratio based conditions or any baskets with respect to the covenants contained in this Agreement and (v) there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Amount for determining compliance with Section 6.10 in the quarter in which such Cure Right is exercised.

ARTICLE IX
COLLATERAL ACCOUNT; APPLICATION OF COLLATERAL PROCEEDS

Section 9.01 Collateral Account. (a) The Collateral Agent is hereby authorized to establish and maintain at its office (or, at the Collateral Agent's discretion, at the office of its designee from time to time) at 520 Madison Ave. New York, New York 10022, in the name of the Collateral Agent and pursuant to one or more Control Agreements, one or more restricted deposit accounts designated "Clement Pappas (LuxCo) Collateral Account" (or such other substantially similar designation as shall be

determined by the Collateral Agent in its discretion from time to time). Each Loan Party shall deposit into the Collateral Account from time to time any cash that such Loan Party is required to pledge as additional collateral security hereunder pursuant to the Loan Documents.

(b) The balance from time to time in the Collateral Account shall constitute part of the Collateral and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Lender as specified herein, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding in such restricted deposit account to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 9.02. The Loan Parties shall have no right to withdraw, transfer or otherwise receive any funds deposited in the Collateral Account except to the extent specifically provided herein or in any other Loan Document.

(c) Amounts on deposit in the Collateral Account shall be invested and reinvested from time to time in Cash Equivalents as the applicable Loan Party (or, after the occurrence and during the continuance of an Event of Default, the Collateral Agent) shall determine, by written instruction to the Collateral Agent, or if no such instructions are given, then as the Collateral Agent, in its sole discretion, shall determine, which Cash Equivalents shall be held in the name and be under the control of the Collateral Agent (or any sub-agent); *provided* that at any time after the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Lender as specified herein, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such Cash Equivalents and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 9.02.

Section 9.02 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Collateral Agent pursuant to this Agreement or any other Loan Document, promptly by the Collateral Agent as follows (subject to the terms of the Intercreditor Agreement):

(a) *First*, to the indefeasible payment in full in cash of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization (including compensation to the Collateral Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith and all amounts for which the Collateral Agent is entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(b) *Second*, to the indefeasible payment in full in cash of all other reasonable costs and expenses of such sale, collection or other realization (including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith and all amounts for which such Secured Parties are entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, without duplication of amounts applied pursuant to clauses (a) and (b) above, to the indefeasible payment in full in cash, *pro rata*, of interest and other amounts constituting Obligations (other than principal) in each case equally and ratably in accordance with the respective amounts thereof then due and owing (it being agreed that, for purposes of applying this clause (c), all

interest and all other amounts described herein will be deemed payable in accordance with this Agreement regardless of whether such claims are allowed in any proceeding described in Section 8.01(g) or Section 8.01(h));

(d) *Fourth*, to the indefeasible payment in full in cash, *pro rata*, of the principal amount of the Obligations;

(e) *Fifth*, to the indefeasible payment in full in cash of the remaining Secured Obligations then due and owing, *pro rata*; and

(f) *Sixth*, the balance, if any, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 9.02, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

ARTICLE X
THE COLLATERAL AGENT

Section 10.01 Appointment. (a) The Lender hereby irrevocably designates and appoints the Collateral Agent as an agent of the Lender under the Loan Documents and the Collateral Agent hereby accepts such designation and appointment. The Lender irrevocably authorizes the Collateral Agent, in such capacity, through its agents or employees, to (i) take such actions on its behalf under the provisions of the Loan Documents and to exercise such powers and perform such duties as are delegated to the Collateral Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto, (ii) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and (iii) negotiate, enforce or settle any claim, action or proceeding affecting the Secured Parties in their capacity as such, at the direction of the Lender, which negotiation, enforcement or settlement will be binding upon the Lender. The provisions of this Article X are solely for the benefit of the Collateral Agent and the Lender, and no Company shall have rights as a third party beneficiary of any such provisions.

(b) The Lender hereby irrevocably authorizes the Collateral Agent, based upon the instruction of the Lender, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Collateral Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC), at any sale thereof conducted under the provisions of any applicable Insolvency Law, or at any other sale or foreclosure conducted by Collateral Agent (whether by judicial action or otherwise) in accordance with applicable Legal Requirements.

(c) Should the Lender (other than the Collateral Agent, if it is the Lender) obtain possession or control of any Collateral, the Lender shall notify the Collateral Agent thereof, and, promptly following the Collateral Agent's request therefor, shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

Section 10.02 Collateral Agent in Its Individual Capacity. If the Collateral Agent hereunder is also the Lender, the Collateral Agent shall have the same rights and powers as the Lender and may exercise the same as though it were not the Collateral Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as financial advisor or in any other advisory capacity for, and

generally engage in any kind of business with, any Company or Affiliate thereof as if it were not the Collateral Agent hereunder and without duty to account therefor to the Lender.

Section 10.03 Exculpatory Provisions. The Collateral Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Collateral Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Collateral Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Collateral Agent is required to exercise in writing by the Lender; *provided* that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any Loan Document or applicable Legal Requirements, and (c) except as expressly set forth in the Loan Documents, the Collateral Agent shall not have any duty to disclose or shall be liable for the failure to disclose, any information relating to any Company or any of its Affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity. The Collateral Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Lender. The Collateral Agent shall not be deemed to have knowledge of any Default unless and until written notice thereof is given to the Collateral Agent by Borrower or the Lender, and the Collateral Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. Each party to this Agreement acknowledges and agrees that the Collateral Agent may from time to time use one or more outside service providers for the tracking of all UCC financing statements (and/or other collateral related filings and registrations from time to time) required to be filed or recorded pursuant to the Loan Documents and the notification to the Collateral Agent, of, among other things, the upcoming lapse or expiration thereof, and that each of such service providers will be deemed to be acting at the request and on behalf of Borrower and the other Loan Parties. The Collateral Agent shall not be liable for any action taken or not taken by any such service provider.

Section 10.04 Reliance by Collateral Agent. The Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent, or otherwise authenticated by a proper Person. The Collateral Agent also may rely upon any statement made to it orally and believed by it to be made by a proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of the Lender, the Collateral Agent may presume that such condition is satisfactory to the Lender unless the Collateral Agent shall have received written notice to the contrary from the Lender before the making of such Loan. The Collateral Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other advisors selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or advisors.

Section 10.05 Delegation of Duties. The Collateral Agent may perform any and all of its duties and exercise its rights and powers by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by the Collateral Agent. The Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of the preceding Sections shall apply to any such sub-agent and to the Affiliates of the Collateral Agent and any such sub-agent, and shall apply to their respective activities as Collateral Agent.

Section 10.06 Successor Collateral Agent. The Collateral Agent may resign as such at any time upon at least 10 days' prior notice to the Lender and Borrower. Upon any resignation of the Collateral Agent (as defined in the Term Loan Agreement) in accordance with the provisions of Section 10.06 of the Term Loan Agreement, the Collateral Agent hereunder shall be deemed to have resigned. The successor agent appointed under the Term Loan Agreement shall be appointed as the Collateral Agent hereunder.

Such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring (or retired) Collateral Agent shall be discharged from its duties and obligations under the Loan Documents. The fees payable by Borrower to a successor Collateral Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After a Collateral Agent's resignation hereunder, the provisions of this Article X, Section 11.03 and Section 11.08 to Section 11.10 shall continue in effect for the benefit of such retiring Collateral Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while it was acting as Collateral Agent.

Section 10.07 Non-Reliance on Collateral Agent. The Lender acknowledges that it has, independently and without reliance upon the Collateral Agent or any of the Collateral Agent's Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. The Lender further represents and warrants that it has reviewed the Confidential Information Memorandum and each other document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof (including any such terms and conditions set forth, or otherwise maintained, on the Platform with respect thereto). The Lender also acknowledges that it will, independently and without reliance upon the Collateral Agent or any of the Collateral Agent's Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

Section 10.08 Indemnification. The Lender agrees to indemnify the Collateral Agent in its capacity as such and each of its Related Persons (to the extent not reimbursed by Borrower or the Guarantors and without limiting the obligation of Borrower or the Guarantors to do so), from and against any and all liabilities, obligations, losses, damages, fines, penalties, actions, claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against the Collateral Agent or Related Person in any way relating to or arising out of, the Commitment, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein, the Transactions or any of the other transactions contemplated hereby or thereby or any action taken or omitted by the Collateral Agent or Related Person under or in connection with any of the foregoing (**IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF ANY AGENT OR RELATED PERSON**); *provided* that the Lender shall not be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions,

claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements that are found by a final and nonappealable judgment of a court of competent jurisdiction to have directly resulted solely and directly from the Collateral Agent's or Related Person's, as the case may be, gross negligence or willful misconduct. The agreements in this Section 10.08 shall survive the payment of the Loans and all other amounts payable hereunder.

Section 10.09 Release of Collateral. The Lender irrevocably agrees that any Lien on any property granted to or held by the Collateral Agent under any Loan Document shall be automatically released (i) upon the Termination Date, (ii) at the time the property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document and also permitted under the Intercreditor Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry) to any person other than a Loan Party, (iii) subject to Section 11.02, if the release of such Lien is approved, authorized or ratified in writing by the Lender, or (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Loan Documents pursuant to Section 7.09.

In each case as specified in this Section 10.09, the Collateral Agent will (and the Lender irrevocably authorizes the Collateral Agent to), at Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the security interest granted under the Security Documents, in each case in accordance with the terms of the Loan Documents, Section 7.09 and this Section 10.09.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Notices. (a) Generally. Notices and other communications provided for herein shall, except as provided in Section 11.01(b), be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party or to the Borrower at:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

With a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

and to:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

(ii) if to the Lender, to it at:

Lassonde Luxembourg
16 Avenue Pasteur
L-2310 Luxembourg
Attention: M. Patrick Moinet
Facsimile No.: 352 44 17 53

With a copy to:

Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552

With a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

and to:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

(iii) if to the Collateral Agent, to it at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444; and

(iv) if to a successor Lender, to it at its address (or facsimile number) set forth in the LuxCo Assignment Agreement or at such other address (or facsimile number) as such successor Lender shall otherwise notify Borrower in writing from time to time.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by facsimile or by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.01(a) or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.01(a), and failure to deliver courtesy copies of notices and other communications shall in no event affect the validity or effectiveness of such notices and other communications.

Notices delivered through electronic communications to the extent provided in Section 11.01(b) below, shall be effective as provided in Section 11.01(b).

(b) Electronic Communications. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. Each of the Lender, the Collateral Agent and Borrower may, in its sole discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures, respectively, approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (including by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, etc. Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all other parties hereto.

Section 11.02 Waivers; Amendment. (a) No failure or delay by the Collateral Agent or the Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent or the Lender may have had notice or knowledge of such Default at the time. No notice or demand on Borrower or any other Loan Party in any case shall entitle Borrower or any other Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Subject to Section 11.02(c), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except (in each case subject to the Subordination Agreement), in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Lender or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Lender, the Collateral Agent (in the case of any Security Document) and the Loan Party or Loan Parties that are parties thereto, in each case with the written consent of the Lender; *provided* that no such agreement shall amend, modify or otherwise affect the rights or duties of the Collateral Agent without the prior written consent thereof.

(c) Without the consent of any other Person, the applicable Loan Party or Loan Parties and the Collateral Agent may (in its or their sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional Property to become Collateral for the benefit of the Secured Parties, or as required by applicable Legal Requirements to give effect to, or protect any security interest for the benefit of the Secured Parties, in any Property or assets so that the security interests therein comply with applicable Legal Requirements.

(d) Notwithstanding the foregoing, any provision of this Agreement or the Security Documents may be amended by an agreement in writing entered into solely by the Loan Parties party thereto and the Collateral Agent to the extent that the Collateral Agent deems such amendment necessary or advisable in connection with the creation, perfection or priority of any Collateral; *provided*, in each case, that no such amendment shall adversely affect the rights or interests of the Lender.

Section 11.03 Expenses; Indemnity; Damage Waiver. (a) The Loan Parties agree, jointly and severally, to pay, promptly upon demand:

(i) all reasonable costs and expenses incurred by the Lender and the Collateral Agent, including the reasonable fees, charges and disbursements of Advisors for the Lender and the Collateral Agent in connection with the administration of the Loans and Commitment, the perfection and maintenance of the Liens securing the Collateral and any actual or proposed amendment, supplement or waiver of any of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated);

(ii) all costs and expenses incurred by the Lender or the Collateral Agent, including the fees, charges and disbursements of Advisors for the Lender and the Collateral Agent, in connection with any action, claim, suit, litigation, investigation, inquiry or proceeding affecting the Collateral or any part thereof, in which action, claim, suit, litigation, investigation, inquiry or proceeding the Lender or the Collateral Agent is made a party or participates or in which the right to use the Collateral or any part thereof is threatened, or in which it becomes necessary in the judgment of the Lender or the Collateral Agent to defend or uphold the Liens granted by the Security Documents (including any action, claim, suit, litigation, investigation, inquiry or proceeding to establish or uphold the compliance of the Collateral with any Legal Requirements);

(iii) all costs and expenses incurred by the Arrangers (as defined in the Term Loan Agreement), the Lender, the Collateral Agent, the Senior Collateral Agent, the Administrative Agent or any "Lender" (as defined in the Term Loan Agreement), including the fees, charges and disbursements of Advisors for any of the foregoing, incurred in connection with the enforcement or protection of its rights under the Loan Documents, including its rights under

this Section 11.03(a), or in connection with the Loans made hereunder and the collection of the Secured Obligations, including (A) all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Secured Obligations and (B) any searches that the Collateral Agent deems necessary or appropriate, including (x) UCC or equivalent searches, (y) United States Patent and Trademark Office or United States Copyright Office searches and (z) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches;

(iv) all costs, fees, prepayment premiums, indemnity payments, expenses and other amounts required to be paid by the Lender as the borrower under the Convertible Loan Agreement, including, without limitation, Section 2.01(c), Section 2.04, Section 2.06 and Section 8.03 of the Convertible Loan Agreement, but excluding amounts required to be paid in respect of principal thereunder; and

(v) all Other Taxes in respect of the Loan Documents.

(b) The Loan Parties agree, jointly and severally, to indemnify the Collateral Agent, the Lender and each of their respective Related Persons (each such Person being called an "**Indemnitee**") against, and to hold each Indemnitee harmless from, all reasonable out-of-pocket costs and any and all losses, claims, damages, liabilities, fees, fines, penalties, actions, judgments, suits and related expenses, including reasonable Advisors fees, charges and disbursements (collectively, "**Claims**"), incurred by, imposed on or asserted against any Indemnitee, directly or indirectly, arising out of, in any way connected with, or as a result of (i) the execution, delivery, performance, administration or enforcement of the Loan Documents or any agreement or instrument contemplated thereby or the performance by the parties thereto of their respective obligations thereunder, (ii) any actual or proposed use of the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, (iv) any actual or alleged presence or Release or threatened Release of Hazardous Materials, on, at, under or from any Property owned, leased or operated by any Company at any time, or any Environmental Claim or threatened Environmental Claim related in any way to any Company, (v) any past, present or future non-compliance with, or violation of, Environmental Laws or Environmental Permits applicable to any Company, or any Company's business, or any Property presently or formerly owned, leased, or operated by any Company or their predecessors in interest, (vi) the environmental condition of any Property owned, leased, or operated by any Company at any time, or the applicability of any Legal Requirements relating to such Property, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any Company, (vii) the imposition of any environmental Lien encumbering any Real Property, (viii) the consummation of the Transactions and the other transactions contemplated hereby (including the syndication of the Loans) or (ix) any actual or prospective action, claim, suit, litigation, investigation, inquiry or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Loan Party or otherwise, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.

(c) The Loan Parties agree, jointly and severally, that, without the prior written consent of the Lender, which consent(s) will not be unreasonably withheld, the Loan Parties will not enter into any settlement of a Claim in respect of the subject matter of clauses (i) through (ix) of Section 11.03(b) unless such settlement includes an explicit and unconditional release from the party bringing such Claim of all Indemnitees.

(d) The provisions of this Section 11.03 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans and any other Secured Obligations, the release of any Guarantor or of all or any portion of the Collateral, the expiration of the Commitment, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or the Lender. All amounts due under this Section 11.03 shall be accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(e) To the extent that the Loan Parties fail to indefeasibly pay any amount required to be paid by them to the Collateral Agent under Section 11.03(a) or Section 11.03(b) in accordance with Section 11.03(g), the Lender agrees to pay the Collateral Agent such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); *provided* that the unreimbursed Claim was incurred by or asserted against the Collateral Agent in its capacity as such.

(f) To the fullest extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential, or punitive damages (including any loss of profits, business or anticipated savings) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not know or suspected to exist in its favor. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby.

(g) All amounts due under this Section 11.03 shall be payable not later than 10 days after demand therefor.

Section 11.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the Senior Collateral Agent, the Administrative Agent, the parties hereto and their respective successors and assigns permitted hereby, except that the Loan Parties may not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Collateral Agent and the Lender, which consent may be withheld in their sole discretion (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void). Nothing in this Agreement or any other Loan Document, express or implied, shall be construed to confer upon any Person (other than Senior Collateral Agent, the Administrative Agent, the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement or any other Loan Document.

(b) The parties hereto acknowledge that the Lender has collaterally assigned its interest hereunder to the Senior Collateral Agent pursuant to the Luxembourg Security Agreement. Borrower hereby consents to such collateral assignment and to any future assignment pursuant to the LuxCo Assignment Agreement or the Luxembourg Security Agreement. Without the Senior Collateral Agent's prior written consent, which consent may be withheld in its sole discretion (and any attempted assignment or transfer by Borrower without such consent shall be null and void), the Lender shall not assign its rights and obligations under this Agreement to any Person other than the Senior Collateral Agent or its designee. Subject to acceptance thereof, from and after the effective date specified in the

LuxCo Assignment Agreement the Senior Collateral Agent or its designee shall be a party hereto and shall have the rights and obligations of the Lender under this Agreement and Lassonde Luxembourg shall cease to be a party hereto.

(c) The Lender, acting for this purpose as an agent of Borrower, shall maintain at one of its offices a copy of the LuxCo Assignment Agreement and any other assignment agreement delivered to it in accordance with Section 11.04(b) and a register for the recordation of the name and address of the Lender, and the Commitments of, and principal amount of the Loans owing to, such Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive in the absence of manifest error. The Register shall be available for inspection by Borrower, the Collateral Agent, the Senior Collateral Agent and the Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) The words "execution," "signed," "signature," and words of like import in the LuxCo Assignment Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Legal Requirement, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 11.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the reports, certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent or the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any Obligation is outstanding and so long as the Commitment has not expired or terminated. The provisions of Article X and Section 2.10, Section 2.12, Section 11.03, Section 11.09 and Section 11.10 shall survive and remain in full force and effect regardless of the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitment or the termination of this Agreement or any provision hereof.

Section 11.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the

remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, subject to the Subordination Agreement, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Legal Requirements, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Lender or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of any Loan Party now or hereafter existing under this Agreement or any other Loan Documents held by the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lender under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

Section 11.09 Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable Legal Requirements, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirements. Nothing in this Agreement or any other Loan Document or otherwise shall affect any right that the Collateral Agent or the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its Properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirements, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 11.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than facsimile or email, and disregarding any Person to whom any such notice is required to be copied) in Section 11.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Legal Requirements.

Section 11.10 Waiver of Jury Trial. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury

in any legal proceeding directly or indirectly arising out of or relating to any Loan Document, the Transactions or the other transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.10.

Section 11.11 Headings; No Adverse Interpretation of Other Agreements. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. This Agreement may not be used to interpret any other loan or debt agreement or instrument of any Company or of any other Person. Any such loan or debt agreement or instrument may not be used to interpret this Agreement or any other Loan Document.

Section 11.12 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender in accordance with applicable Legal Requirements, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 11.12 shall be cumulated and the interest and Charges payable to the Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by the Lender.

Section 11.13 Obligations Absolute. To the fullest extent permitted by applicable law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection or loss of priority of any Liens on any or all of the Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any other Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 11.14 Waiver of Defenses; Absence of Fiduciary Duties. (a) Each of the Loan Parties hereby waives any and all suretyship defenses available to it as a Guarantor arising out of the joint and several nature of its respective duties and obligations hereunder (including any defense contained in Article VII).

(b) The Collateral Agent, the Lender, and their Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties. Each Loan Party agrees that neither the Loan Documents nor any transactions contemplated by the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Lenders and the Loan Parties, their stockholders or their Affiliates. Each Loan Party acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, (ii) in connection any transactions contemplated by the Loan Documents and with the process leading to such transaction, each of the Lenders is acting solely as a principal and not the agent or fiduciary of any Loan Party or its management, stockholders, creditors or any other Person, (iii) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party with respect to any transactions contemplated by the Loan Documents or the process leading thereto (irrespective of whether any Lender or any of its Affiliates has advised or is currently advising such Loan Party on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (iv) each Loan Party has consulted its own legal and financial advisors to the extent such Loan Party deemed appropriate. Each Loan Party further acknowledges and agrees that it is responsible for making its own independent judgments with respect to any transactions contemplated by the Loan Documents and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with any transactions contemplated by the Loan Documents or the process leading thereto.

Section 11.15 USA PATRIOT Act. The Lender hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the name, address and taxpayer identification number of each Loan Party and other information that will allow the Lender to identify such Loan Party in accordance with the Patriot Act.

Section 11.16 Judgment Currency. (a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Lender of the full amount of Dollars expressed to be payable to the Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "**Judgment Currency**") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "**Judgment Currency Conversion Date**").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been

purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 11.16, such amounts include any premium and costs payable in connection with the purchase of Dollars.

Section 11.17 Assumption of Obligations under Loan Documents. Immediately following the consummation of the Acquisition, each Guarantor identified on Schedule 1.01(c) hereby irrevocably (i) assumes all of the Obligations and the other liabilities and obligations of a Guarantor under the Loan Documents, and (ii) agrees that it is bound as a Guarantor under the Loan Documents, and, in the case of the Security Documents, as a Pledgor, in each case by all of the terms, covenants and conditions set forth in the Loan Documents to the same extent as if such Guarantor had been a Guarantor immediately before the consummation of the Acquisition.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers or other authorized signatories as of the day and year first above written.

POMONA MERGER CORP.,
as Borrower

By:_____
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.,
as Borrower

By:_____
Name:
Title:

POMONA HOLDINGS, INC.

By:_____
Name:
Title:

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name:
Title:

CLEMENT PAPPAS NC, INC.

By:_____
Name:
Title:

DELSEA FARMS, INC.

By:_____
Name:
Title:

PAPPAS PROPERTIES CA, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name:
Title:

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name:
Title:

CPC JUICE, INC.

By:_____
Name:
Title:

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:_____
Name:
Title:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:_____
Name:
Title:

LASSONDE LUXEMBOURG,
as Lender

By: _____
Name:
Title:

Schedule 1.01(a)

Material Indebtedness

None.

Schedule 1.01(b)

Mortgaged Property

	Property Location	Record Owner
1.	10 North Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
2.	1045 Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
3.	125 N. Egerton Road, Henderson, NC 28791 (aka 125 Industrial Park, Mountain Home, NC 28758)	Clement Pappas NC, Inc.
4.	1019 Parsonage Road, Seabrook, NJ 08302	Pappas Properties, LLC
5.	300 E. Huntsville St, Springdale, AR 72764	Pappas Foods, L.L.C.
6.	1755 E. Acacia St, Ontario, CA 91761	Pappas Properties CA, LLC
7.	29 Pond St, Carver, MA 02330	Clement Pappas and Company, Inc.

Schedule 1.01(c)

Guarantors

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Pomona Holdings, Inc.

Schedule 1.01(d)

Pledgors

Pomona Holdings, Inc.

Pomona Merger Corp.

Clement Pappas and Company, Inc.

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Schedule 1.01(e)

Refinancing Indebtedness

Second Amended and Restated Credit Agreement dated May 15, 2009 among Clement Pappas and Company, Inc., the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Bank of Montreal, as Administrative Agent.

Master ISDA agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated May 19, 2009 by and between Bank of Montreal and Clement Pappas and Company, Inc.

Schedule 3.05(b)

Real Property

Owned Real Property:

Property Location	Record Owner	Use
1. 10 North Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Office and Storage
2. 1045 Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Plant
3. 125 N. Egerton Road Henderson, NC 28791 (aka 125 Industrial Park Mountain Home, NC 28758).	Clement Pappas NC, Inc.	Plant
4. 1019 Parsonage Road Seabrook, NJ 08302.	Pappas Properties, LLC	Warehouse
5. 300 E. Huntsville St Springdale, AR 72764.	Pappas Foods, L.L.C.	Plant
6. 1755 E. Acacia St Ontario, CA 91761.	Pappas Properties CA, LLC	Plant
7. 29 Pond St, Carver MA 02330.	Clement Pappas and Company, Inc.	Cranberry Receiving Station

Leased Property:

Lease	Use
1. Lease Agreement between Delaware River and Bay Authority as Landlord and Clement Pappas and Company, Inc. as Tenant, dated December 19, 2006, as amended, for property located at One Collins Drive, Suite 200, Carneys Point, NJ 08069.	Office/ Corporate Headquarters
2. Lease Agreement between Paper Properties, LLC, as predecessor-in-interest to Charis Family Interests, LLC, as Landlord and Clement Pappas NC, Inc. as Tenant, dated May 29, 2008, as amended, for property located at 199 N. Egerton, Mountain Home, NC 28758.	Warehouse
3. Commercial Lease Agreement between T.J.R.V., Inc. as Landlord and Pappas Foods, L.L.C. as Tenant, dated March 15, 2008, for property located at 777 Frisco St, Springdale, AR 72764.	Warehouse
4. Industrial Lease Agreement between 6320 Oakleaf LLC as Landlord and the HR Nicholson Company as Tenant, dated September 26, 2006, as amended, for property located at 6320 Oakleaf, Baltimore, MD 21215, as assigned to CP Maryland, LLC on April 24, 2007.	Plant

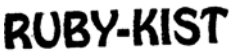
Section 3.06(a)

Ownership; No Claims; Use of Intellectual Property; Protection of Trade Secrets

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clement Pappas and Company, Inc.	1631048	RUBY KIST
Clement Pappas and Company, Inc.	2848985	GROWN RIGHT
Clement Pappas and Company, Inc.	3824918	GROWN RIGHT
Clement Pappas and Company, Inc.	1915856	BOO JUICE
Clement Pappas and Company, Inc.	2084905	APPLELICIOUS
Clement Pappas and Company, Inc.	2164535	CLEM'S JUICE BAR
Clement Pappas and Company, Inc.	3605984	DELSEA
Clement Pappas and Company, Inc.	3361019	DELSEA
Clement Pappas & Co., Inc.	3623736	BOMBAY
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2232393	BOMBAY CLASSIC
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2182479	BOMBAY SELECT
Clement Pappas & Co., Inc.	2137490	APPLE STAMPEDE
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2119215	BOMBAY ORIGINAL
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1510363	BOMBAY GOLD 100 (and design)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1493753	BEST VALUE (stylized) **BEST VALUE**
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1331171	NICHOLSON'S (stylized)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1358340	BOMBAY (stylized)

CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1073831	BOMBAY (stylized)
Clement Pappas and Company, Inc.	0611860	RUBY-KIST (stylized)
		

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Clement Pappas Company, Inc.	85337615	DELSEA FARMS
Clement Pappas & Co., Inc.	85181293	NATURE'S BLEND
Clement Pappas & Co., Inc.	77547279	OASIS BREEZE

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK
Clement Pappas and Company, Inc.	TMA412276	Canada	RUBY KIST
Clement Pappas & Co., Inc.	TM 8253	New Jersey	RUBY KIST

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Clement Pappas & Company, Inc.	Tango lime characters	VAu000358263

Clement Pappas & Company, Inc.	Fruit punch characters	VAu000358264
Clement Pappas & Company, Inc.	Mango berry characters	VAu000358265
Clement Pappas & Company, Inc.	Blue raspberry characters	VAu000358266

DOMAIN NAMES

www.clementpappas.com

Liens

The following security interests are recorded with the USPTO against certain of the marks listed above:

- The PTO records for the mark RUBY KIST (Reg. No. 1,631,048) include a security interest in favor of Mellon Bank N.A., recorded on July 9, 1993 (Reel/Frame: 1017/0377).

The following security interest is recorded with the Canadian Intellectual Property Office ("CIPO") :

- The CIPO records for the mark RUBY KIST (Reg. No. TMA412276) include a security interest in favor of First Union National Bank, recorded on May 3, 2000.

See also the disclosure regarding the cease and desist letter received from attorneys for Dr. Pepper as described in Schedule 3.06(c).

Licenses from a Company to a Third Party

None.

Schedule 3.06(c)

Violations or Proceedings

Clement Pappas and Company, Inc. ("Clement Pappas") received a cease and desist letter dated April 13, 2010 from attorneys for Dr. Pepper Snapple Group ("DPSG"). The letter alleged infringement by Clement Pappas of DPSG's label for ROSE'S lime juice and demanded that Clement Pappas (a) immediately stop using its RUBY KIST lime juice label and trade dress or any other marks or designs confusingly similar thereto, (b) destroy and rebrand all inventory, signage, and promotional items relating to Clement Pappas' sweetened lime juice product, and (c) notify any third parties involved in the sale and promotion of the allegedly infringing goods that they must immediately cease providing the allegedly infringing goods. No settlement agreement was entered into by Clement Pappas. Clement Pappas orally agreed to create a new label by November 2011.

Schedule 3.06(e)

Agreement or Order Affecting Intellectual Property

None.

Schedule 3.07(a)

Subsidiaries

Entity	Jurisdiction	Authorized Equity Interests	Outstanding Equity Interests	Options, Warrants, and Similar
Pomona Holdings, Inc.	Delaware	1,000,000 shares of common stock	200,000 shares of common stock	None
Pomona Merger Corp.	New Jersey	100 shares of common stock	100 shares of common stock	None
Clement Pappas and Company, Inc.[1]	New Jersey	2,500 shares of voting common stock; 1,000,000 shares of non-voting common stock	1,130 of voting common stock; 403,608 shares of non-voting common stock	None
Clement Pappas and Company, Inc.[2]	New Jersey	100 shares of common stock	100 shares of common stock	None
Pappas Foods, L.L.C.	Delaware	1,000 Units (100% Interest)	1,000 Units (100% Interest)	None
Clement Pappas NC, Inc.	North Carolina	100,000 shares of common stock	100 shares of common stock	None
Delsea Farms, Inc.	California	100,000 shares of common stock	100 shares of common stock	None
Pappas Properties CA, LLC	California	100% Membership Interest	100% Membership Interest	None
Pappas Properties, LLC	Delaware	100% Membership Interest	100% Membership Interest	None
CPC Juice, Inc.	New Jersey	100 shares of common stock	100 shares of common stock	None
CP Maryland, LLC	Maryland	100% Membership Interest	100% Membership Interest	None

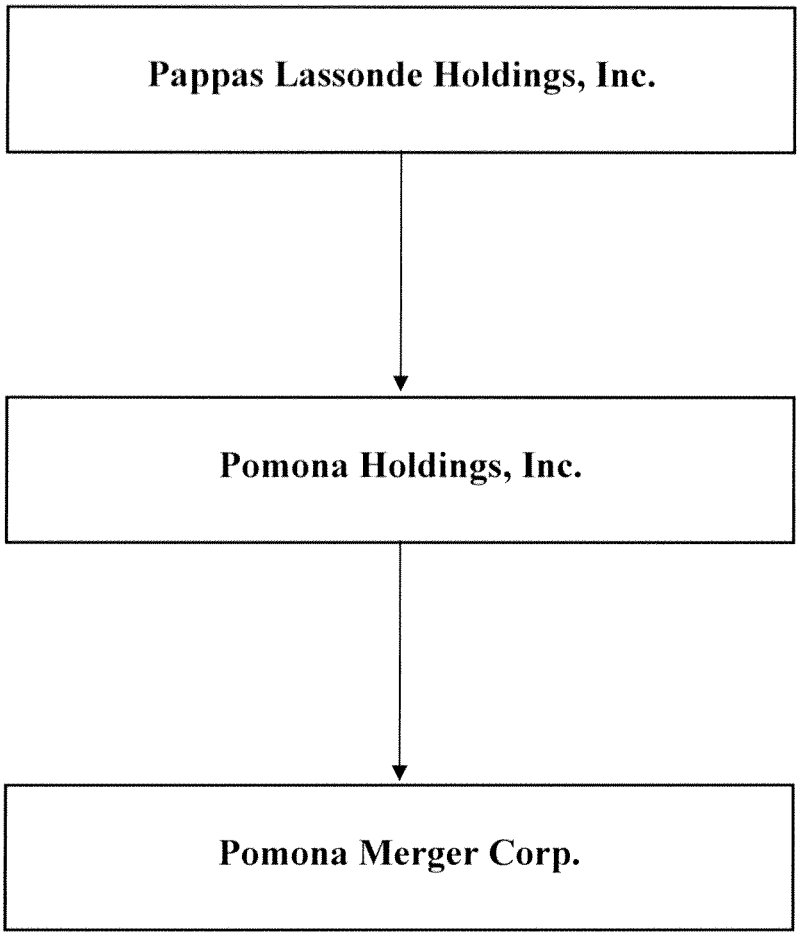
[1] Applicable before consummation of the Acquisition.
[2] Applicable after consummation of the Acquisition.

Schedule 3.07(c)

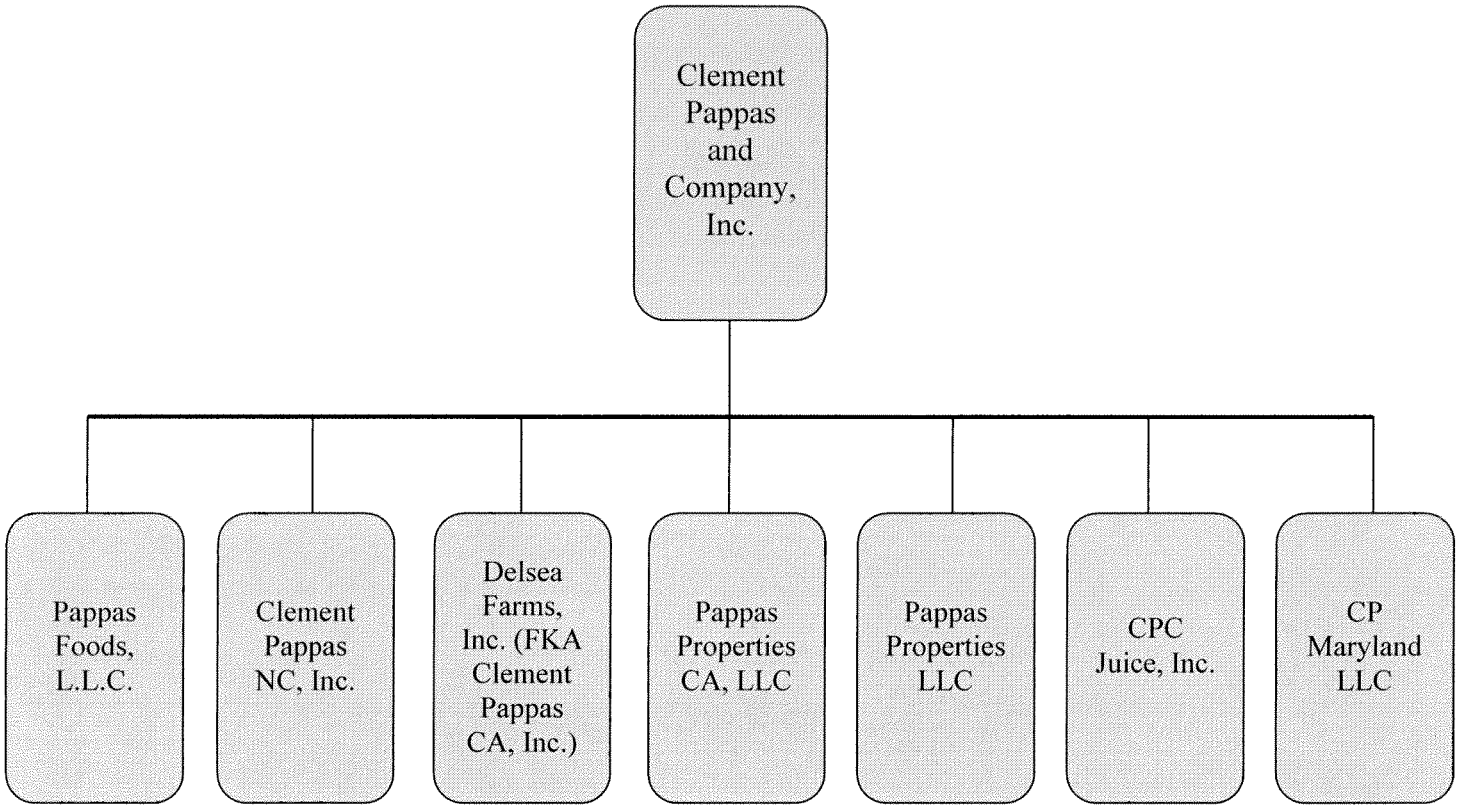
Corporate Organizational Chart

See attached.

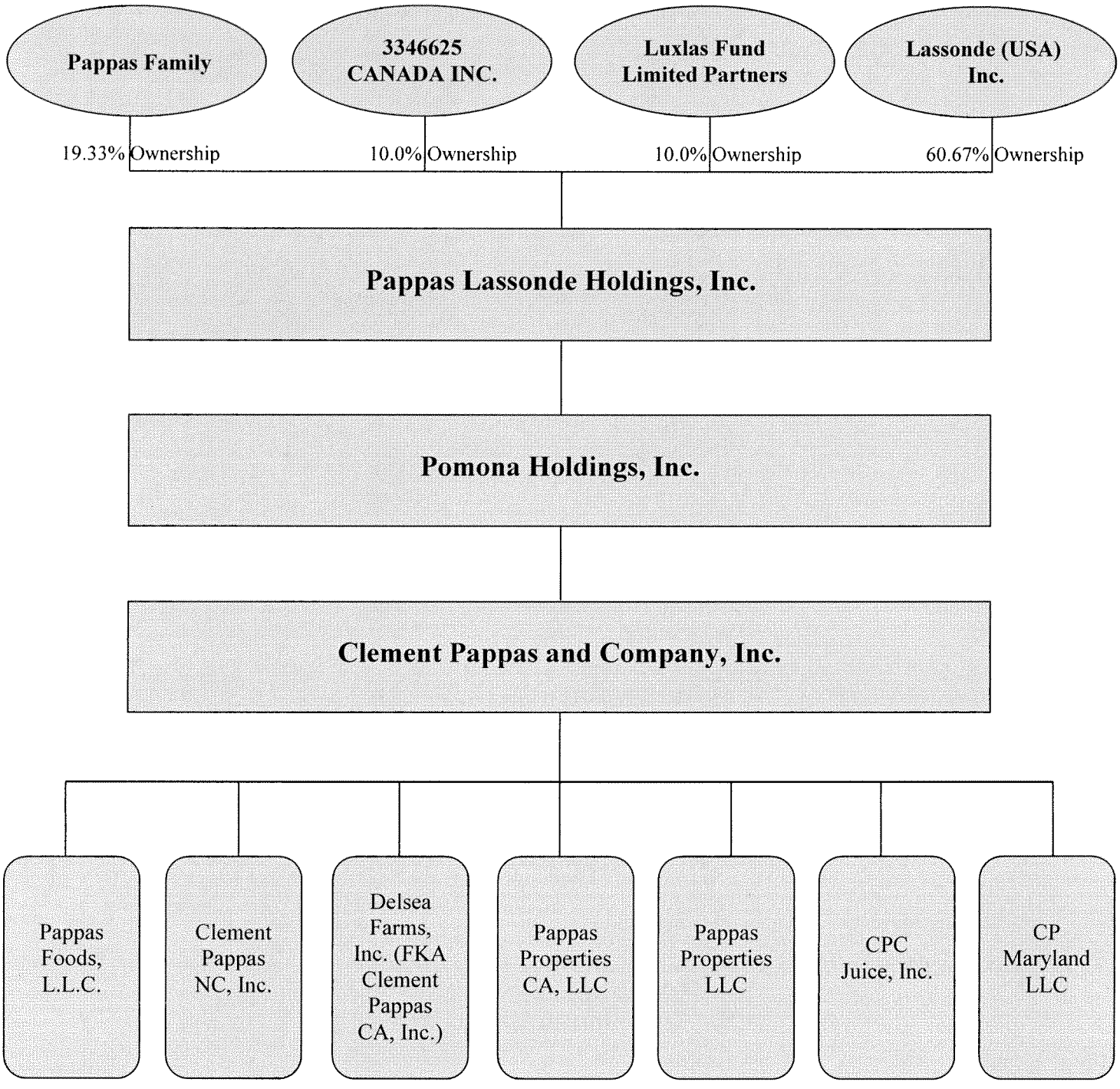
Pomona Merger Corporation Organization Structure



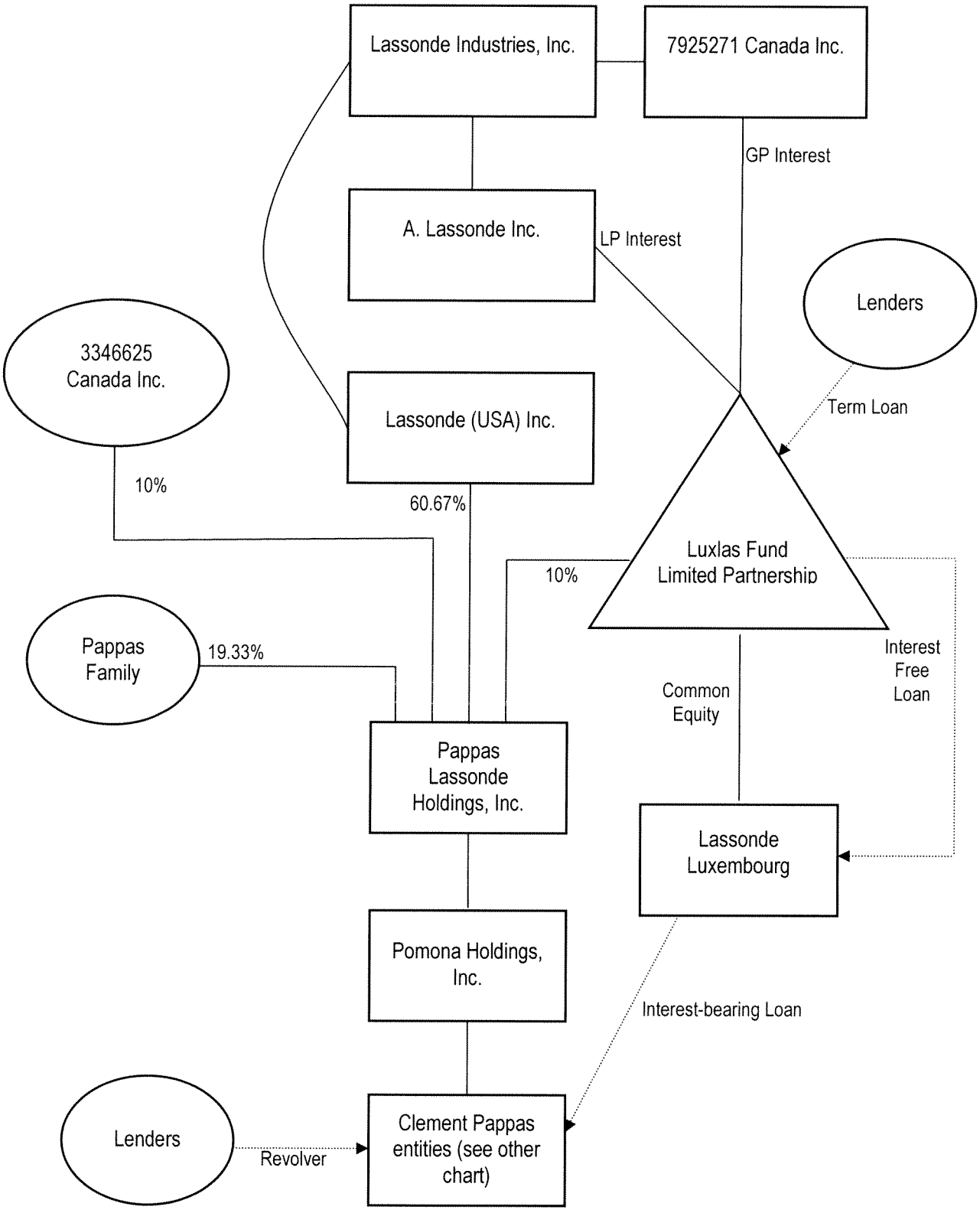
Clement Pappas Pre-Merger Organization Structure



Clement Pappas Post-Merger Organization Structure



Financing Organization Structure



Schedule 3.08

Litigation

None.

Schedule 3.09(c)

Material Agreements

None.

Schedule 3.19

Insurance

The insurance in the following table covers Pomona Holdings, Inc., Pomona Merger Corp., Clement Pappas and Company, Inc., Pappas Foods, L.L.C., Clement Pappas NC, Inc., Delsea Farms, Inc., Pappas Properties, LLC, Pappas Properties CA, LLC, CPC Juice, Inc., and CP Maryland LLC:

Carrier	Policy Year	Coverage
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Property (including boiler and machinery)
Lloyd's of London (Equinox)	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Lloyd's, Shelter Re, and Aspen UK	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Endurance American Specialty Insurance Company	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Sentry Insurance	March 1, 2011-March 1, 2012	General Liability
Sentry Casualty Company (AOS) & Sentry Insurance	March 1, 2011-March 1, 2012	Automobile Liability and Physical Damage
Sentry Insurance	March 1, 2011-March 1, 2012	Workers' Compensation
Insurance Company of the State of PA (Chartis)	March 1, 2011-March 1, 2012	Foreign Commercial General Liability, Foreign Commercial Automobile Liability and Physical Damage, Foreign Voluntary Workers' Compensation and Employers Liability, and Foreign Travel Accident and Sickness
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Umbrella Liability
St. Paul Fire & Marine Insurance Company	March 1, 2011-March 1, 2012	Excess Liability
West Chester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	D&O, Fiduciary Liability, and Employment Practices Liability
Westchester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	Crime

Great American Insurance Company	December 30, 2008-December 30, 2013	Pollution Legal Liability

Schedule 3.20(c)

Mortgage Filing Offices

Circuit Clerk
Washington County
Arkansas

Official Records
San Bernardino County
California

Registry of Deeds
Plymouth County
Massachusetts

County Clerk
Cumberland County
New Jersey

Register of Deeds
Henderson County
North Carolina

Schedule 3.21

Acquisition Documents

Exhibits to Acquisition Agreement

- Exhibit A – Form of Escrow Agreement
- Exhibit B – Form of Certificate of Merger
- Exhibit C – Letter of Transmittal
- Exhibit D – Commitment Letter
- Exhibit E – [Intentionally Omitted]
- Exhibit F – Forms of Key Employee Agreement
- Exhibit G – Form of Non-competition Agreements
- Exhibit H – P-L Holdings Stockholders' Agreement
- Exhibit I – Form of Stock Purchase Agreement

Schedules to Acquisition Agreement

- 1.1(a) – Standard Costs of Cranberry and Cranberry Concentrate Inventories
- 1.1(b) – Capital Leases
- 3.1 – Organization and Qualification
- 3.3 – Non-Contravention
- 3.5(a) – Capitalization
- 3.5(c) – Subsidiaries
- 3.6(b) – Financial Statements
- 3.6(c) – Undisclosed Liabilities
- 3.7 – Absence of Certain Developments
- 3.8 – Compliance with Laws; Governmental Authorizations; Licenses; Etc.
- 3.9 – Litigation
- 3.10 – Taxes
- 3.11 – Environmental Matters
- 3.12 – Employee Matters
- 3.12(c) – Employment Contracts
- 3.13 – Employee Benefit Plans
- 3.14 – Intellectual Property
- 3.15 – Material Contracts
- 3.16 – Insurance
- 3.17 – Real Property
- 3.18 – Title to Assets
- 3.19 – Related Party Transactions
- 3.21 – Customers and Suppliers
- 3.22 – Bank Accounts
- 5.3 – Conduct of Business

- 5.3(k) – 2011 Capital Expenditures Budget
- 5.10(d)(ii) – Allocation Schedule Principles

Schedule 4(d)

Local and Foreign Counsel

Local Counsel	**Jurisdiction**
Arkansas	Rose Law Firm, a Professional Association
California	Squire, Sanders & Dempsey (US) LLP
Maryland	Venable LLP
Massachusetts	Foley & Lardner LLP
New Jersey	Wilentz, Goldman & Spitzer P.A.
North Carolina	Robinson, Bradshaw & Hinson

Schedule 6.01(b)

Existing Indebtedness

As of 6/30/11:

A/P over 90 Days	Balance	
	(177.23)	
	115.53	
	(9,252.03)	Paid in July
	17,861.07	Paid in July
	(33.00)	
	(134.07)	
	(4.67)	
	(1.54)	
	441.88	
	41.47	
	(531.00)	
	(3.63)	
	(72.37)	
Total	8,250.41	
Capital Leases		
	85,544.47	
	230,867.86	
	273,881.22	
	160,907.17	
	122,644.73	
	52,961.69	
	8,666.88	
	81,547.66	
	10,612.32	
Total	1,027,634.00	
Miscellaneous		
	13,779.56	

Schedule 6.02(c)

Existing Liens

None.

Schedule 6.04(b)

Existing Investments

The Executive Life Insurance Policies (provided that the right to receive any payment thereunder, including upon surrender thereof, has been assigned to the Sellers pursuant to the Acquisition Agreement).

EXHIBIT A

FORM OF
LUXCO ASSIGNMENT AGREEMENT

Reference is made to the LuxCo Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among Pomona Merger Corp., a New Jersey corporation to be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation, (collectively, "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, as the lender, Jefferies Finance LLC as collateral agent and the guarantors party thereto. Unless otherwise defined herein, terms defined in the LuxCo Loan Agreement and used herein shall have the meanings given to them in the LuxCo Loan Agreement. This is the LuxCo Assignment Agreement (this "**Assignment**") referenced in each of the LuxCo Loan Agreement and the Term Loan Agreement.

1. Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, effective as of the Effective Date set forth below, all of the Assignor's rights and obligations under the LuxCo Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date (the "**Assigned Interest**"). From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the LuxCo Loan Agreement and have the rights and obligations of the Lender thereunder and under the Loan Documents and (ii) the Assignor shall relinquish its rights under the LuxCo Loan Agreement.

2. The Assignor represents and warrants that (a) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitment, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Assignment and (b) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby.

3. The Assignee (a) appoints and authorizes the Collateral Agent to take such action as collateral agent on its behalf and to exercise such powers and discretion under the LuxCo Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Collateral Agent by the terms thereof, together with such powers as are incidental thereto; and (b) agrees that it will be bound by the provisions of the LuxCo Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the LuxCo Loan Agreement are required to be performed by it as the Lender.

4. The effective date of this Assignment shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). From and after the Effective Date, Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date.

5. From and after the Effective Date, (a) the Assignee shall be a party to the LuxCo Loan Agreement and shall have the rights and obligations of the Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment, relinquish its rights under the LuxCo Loan Agreement.

6. This Assignment shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SCHEDULE 1

to

LuxCo Assignment Agreement

Effective Date of Assignment: _____

Legal Name of Assignor: Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*)

Legal Name of Assignee: _____

Assignee's Address for Notices: _____

_____

[Signature Page Follows]

The terms set forth above are hereby agreed to:

LASSONDE LUXEMBOURG,
as Assignor

By: _____
Name:
Title:

_____
as Assignee

By: _____
Name:
Title:

EXHIBIT B

FORM OF
INTERCOMPANY SUBORDINATED NOTE

INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Note Number: 1 Dated: _____, 20__

FOR VALUE RECEIVED, each Guarantor (as defined in the Intercreditor Agreement) and each of its Subsidiaries (collectively, the "**Group Members**" and each, a "**Group Member**") which is a party to this intercompany subordinated demand promissory note (this " **Promissory Note**") as a Payor (as defined below) promises to pay to the order of such other Group Member that makes loans to such Group Member (each Group Member which borrows money pursuant to this Promissory Note is referred to herein as a "**Payor**" and each Group Member which makes loans and advances pursuant to this Promissory Note is referred to herein as a "**Payee**"), on demand, in lawful money of the United States of America, in immediately available funds and at the appropriate office of the Payee, the aggregate unpaid principal amount of all loans and advances heretofore and hereafter made by such Payee to such Payor and any other indebtedness now or hereafter owing by such Payor to such Payee as shown either on Schedule A attached hereto (and any continuation thereof) or in the books and records of such Payee. The failure to show any such indebtedness or any error in showing such Indebtedness shall not affect the obligations of any Payor hereunder. Unless otherwise defined herein, capitalized terms used and not defined herein shall have the meanings given to them in that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity and including its successors and assigns, the "**Administrative Agent**") and as collateral agent for the Secured Parties in such capacity and including its successors and assigns, the "**Term Loan Agent**"), GE Canada Finance Holding Company and Rabobank Nederland, Canadian Branch as co-documentation agents for the Lenders, and Bank of Montreal, as syndication agent; *provided* that to the extent that any such capitalized term is not defined herein but is defined in the Intercreditor Agreement, the definition given in the Intercreditor Agreement shall apply.

The unpaid principal amount hereof from time to time outstanding shall bear interest at a rate equal to the rate as may be agreed upon in writing from time to time by the relevant Payor and Payee. Each Payor and any endorser of this Promissory Note hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Promissory Note has been pledged by each Payee that is a Guarantor (a) to the Collateral Agent, for the benefit of the Secured Parties as security for such Payee's Term Loan Obligations, (b) to the LuxCo Loan Agent, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's LuxCo Loan Obligations, and (c) to the Revolving Credit Secured Parties, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's Revolving Credit Obligations, in each case, subject to

the terms of the Intercreditor Agreement. Each Payor acknowledges and agrees that, upon the occurrence and during the continuation of an "Event of Default" (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement, the Collateral Agent, the LuxCo Loan Agent, the Revolving Credit Agreement and the other Secured Parties may, to the extent not prohibited by the Intercreditor Agreement and the terms of any such Indebtedness, exercise all the rights of the Payees that are Guarantors under this Promissory Note and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payor.

Each Payee agrees that any and all claims of such Payee against any Payor that is a Guarantor or any endorser of the obligations of any Payor that is a Guarantor under this Promissory Note, or against any of their respective properties, shall be subordinate and subject in right of payment to the Term Loan Obligations until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations; *provided*, that each Payor may make payments to the applicable Payee so long as no "Default" or "Event of Default" (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement shall have occurred and be continuing. Notwithstanding any right of any Payee to ask, demand, sue for, take or receive any payment from any Payor, all rights, Liens and security interests of such Payee, whether now or hereafter arising and howsoever existing, in any assets of any Payor (whether constituting part of the security interests or collateral given to any of the Agents or any Secured Party to secure payment of the Term Loan Obligations, the LuxCo Loan Obligations, the Revolving Credit Obligations or otherwise) shall be and hereby are subordinated to the rights of such Agents or any Secured Party in such assets. Except as expressly permitted by the Term Loan Agreement, the Payees shall have no right of possession of any such asset or to foreclose upon, or exercise any other remedy in respect of, any such asset, whether by judicial action or otherwise, unless and until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations.

This Promissory Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Promissory Note shall inure to the benefit of each Payee and their respective successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Document or in any other promissory note or other instrument, this Promissory Note (i) replaces and supersedes any and all promissory notes or other instruments which create or evidence any loans or advances made on or before the date hereof by any Payee to any other Group Member, and (ii) shall not be deemed replaced, superseded or in any way modified by any promissory note or other instrument entered into on or after the date hereof which purports to create or evidence any loan or advance by any Payee to any other Group Member without the prior written consent of the Shared Collateral Agent and the Revolving Credit Agent.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

The terms and provisions of this Promissory Note are severable, and if any term or provision shall be determined to be superseded, illegal, invalid or otherwise unenforceable in whole or in part pursuant to applicable Legal Requirements by a Governmental Authority having jurisdiction, such determination shall not in any manner impair or otherwise affect the validity, legality or enforceability of that term or provision in any other jurisdiction or any of the remaining terms and provisions of this Promissory Note in any jurisdiction.

From time to time after the date hereof, additional Subsidiaries of one or more Guarantors may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page to this Promissory Note (each additional Subsidiary, an "**Additional Party**"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Promissory Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Payor or Payee hereunder.

This Promissory Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Promissory Note by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Promissory Note.

[Signature Page Follows]

IN WITNESS WHEREOF, each Payor and Payee has caused this Intercompany Subordinated Demand Promissory Note to be executed and delivered by its proper and duly authorized officer as of the date set forth above.

[**PAYORS/PAYEES**], as a Payor and Payee

By:_____
Name:
Title:

SCHEDULE A

TRANSACTIONS
ON
INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Date	Name of Payor	Name of Payee	Amount of Advance This Date	Amount of Principal Paid This Date	Outstanding Principal Balance from Payor to Payee This Date	Notation Made By

ENDORSEMENT

FOR VALUE RECEIVED, each of the undersigned does hereby sell, assign and transfer to _____ all of its right, title and interest in and to the Intercompany Subordinated Demand Promissory Note, dated August 12, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Promissory Note**"), made by each Guarantor (as defined in the Promissory Note) and each of its Subsidiaries or any other person that becomes a party thereto, and payable to the undersigned. This endorsement is intended to be attached to the Promissory Note and, when so attached, shall constitute an endorsement thereof.

The initial undersigned shall be the Group Members (as defined in the Promissory Note) that are Guarantors on the date of the Promissory Note. From time to time after the date thereof, additional Subsidiaries of the Group Members shall become parties to the Promissory Note (each, an "**Additional Payee**") and, if such Subsidiaries are or will become Guarantors, a signatory to this endorsement by executing a counterpart signature page to the Promissory Note and to this endorsement. Upon delivery of such counterpart signature page to the Payors, notice of which is hereby waived by the other Payees, each Additional Payee shall be a Payee and shall be as fully a Payee under the Promissory Note and a signatory to this endorsement as if such Additional Payee were an original Payee under the Promissory Note and an original signatory hereof. Each Payee expressly agrees that its obligations arising under the Promissory Note and hereunder shall not be affected or diminished by the addition or release of any other Payee under the Promissory Note or hereunder. This endorsement shall be fully effective as to any Payee that is or becomes a signatory hereto regardless of whether any other person becomes or fails to become or ceases to be a Payee under the Promissory Note or hereunder.

Dated: _____

[**PAYEES**]

By:_____
Name:
Title:

EXHIBIT C

FORM OF
LANDLORD ACCESS AGREEMENT

THIS LANDLORD ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of [_____], 2011, by and among [_____] (the "**Landlord**"), Jefferies Finance LLC, as the Term Loan Agent for the benefit of the secured parties party to the Term Loan Agreement (as such terms are hereinafter defined), Jefferies Finance LLC, as the LuxCo Loan Agent for the benefit of the secured parties party to the LuxCo Loan Agreement (as such terms are hereinafter defined), and BMO Harris Bank N.A., as the Revolving Loan Agent for the benefit of the lenders party to the Revolving Loan Agreement (as such terms are hereinafter defined).

R E C I T A L S :

1. The Landlord is the record title holder and fee owner of the real property described in Schedule A attached hereto (the "**Real Property**").

2. The Landlord has leased all or a portion of the Real Property (the "**Leased Premises**") to [_____] (the "**Tenant**") pursuant to a certain lease agreement or agreements described in Schedule B attached hereto (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lease**").

3. Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Term Loan Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg ("**LuxCo**"), 7925271 Canada inc., a corporation organized under the laws of Canada, the guarantors party thereto, the lenders party thereto, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the lenders party thereto and as collateral agent for the secured parties party thereto (in such capacity, the "**Term Loan Agent**") and as documentation agent for the lenders party thereto, and Bank of Montreal, as syndication agent, have entered into that certain Term Loan Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), pursuant to which the lenders party thereto have agreed to make certain loans to the Term Loan Borrower (collectively, the "**Term Loans**").

4. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**LuxCo Loan Borrower**"), LuxCo, the guarantors party thereto and Jefferies Finance LLC, as collateral agent for the secured parties party thereto (in such capacity, the "**LuxCo Loan Agent**"), have entered into that certain LuxCo Loan Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), pursuant to which LuxCo has agreed to make certain loans to the LuxCo Loan Borrower (collectively, the "**LuxCo Loans**").

5. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**Revolving Loan Borrower**"), the guarantors party thereto, the lenders party thereto, and BMO Harris Bank N.A., as administrative agent for the lenders party thereto (in such capacity, the "**Revolving Loan Agent**"), have entered into that certain Credit Agreement, dated as of August 12, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Revolving Loan Agreement**"), pursuant to

which the lenders party thereto have agreed to make certain loans and other credit extensions to the Revolving Loan Borrower (collectively, the "**Revolving Credit Extensions**").

6. The Tenant (a) is an affiliate of the Term Loan Borrower, (b) is a subsidiary of each of the LuxCo Loan Borrower and the Revolving Loan Borrower and (c) has (i) pursuant to the Term Loan Agreement, guaranteed the obligations of the Term Loan Borrower under the Term Loan Agreement and the other Loan Documents (as defined in the Term Loan Agreement; herein, the "**Term Loan Documents**"), (ii) pursuant to the LuxCo Loan Agreement, guaranteed the obligations of the LuxCo Loan Borrower under the LuxCo Loan Agreement and the other Loan Documents (as defined in the LuxCo Loan Agreement; herein, the "**LuxCo Loan Documents**"), and (iii) pursuant to the Revolving Loan Agreement, guaranteed the obligations of the Revolving Loan Borrower under the Revolving Loan Agreement and the other Loan Documents (as defined in the Revolving Loan Agreement; herein, the "**Revolving Loan Documents**").[1]

7. The Term Loan Borrower, the LuxCo Loan Borrower and the Revolving Loan Borrower shall each be referred to herein as a "**Borrower**" and collectively as the "**Borrowers**". The Term Loan Agent, the LuxCo Loan Agent and the Revolving Loan Agent shall each be referred to herein as an "**Agent**" and collectively as the "**Agents**". The secured parties party to the Term Loan Agreement, the secured parties party to the LuxCo Loan Agreement and the lenders party to the Revolving Loan Agreement shall be referred to herein individually and collectively, as applicable, as the "**Beneficiaries**". The Term Loan Agreement, the LuxCo Loan Agreement and the Revolving Loan Agreement shall each be referred to herein as a "**Loan Agreement**" and collectively as the "**Loan Agreements**". The Term Loan Documents, the LuxCo Loan Documents and the Revolving Loan Documents shall be referred to herein individually and collectively, as applicable, as the "**Loan Documents**". The Term Loans, the LuxCo Loans and the Revolving Credit Extensions shall be referred to herein individually and collectively, as applicable, as the "**Loans**".

8. As security for the payment and performance of the Tenant's obligations under the Loan Agreements and the Loan Documents, the Agents have or will acquire security interests in and liens upon, among other things, all of the Tenant's personal property, inventory, accounts, goods, machinery, equipment, furniture and fixtures (together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, collectively, the "**Personal Property**") for the benefit of the Beneficiaries.

9. The Agents have entered into that certain Intercreditor Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Intercreditor Agreement**"), pursuant to which the Agents have set forth their agreement as to certain of their respective rights and obligations with respect to, among other things, the Personal Property and their understanding relative to their respective positions in such Personal Property.

10. The Agents have requested that the Landlord execute this Agreement as a condition precedent to the making of the Loans under the Loan Agreements.

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[1] [N.B., the tenant under the Carneys Point, NJ lease is not a subsidiary or affiliate but rather the LuxCo Loan Borrower / Revolving Loan Borrower (Clement Pappas and Company, Inc.).]

A G R E E M E N T :

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby represents, warrants and agrees in favor of the Agents, as follows:

1. The Landlord certifies that (i) the Landlord is the landlord under the Lease described in Schedule B attached hereto, (ii) the Lease is in full force and effect and has not been amended, modified or supplemented except as set forth in Schedule B hereto and (iii) to Landlord's knowledge, the Lease is not in default, nor are there in existence any facts which with notice or passage of time or both would constitute a default or a breach of the terms or conditions of the Lease.

2. The Landlord agrees that (i) it will provide the Agents (via overnight mail at the Tenant's cost and expense) with written notice of any default by the Tenant under the Lease (a "**Default Notice**") at the same time as it sends such notice to the Tenant, (ii) the Lease shall not terminate until the Agents have had at least 30 days following receipt of such Default Notice for any Agent to cure such default, and (iii) the Agents shall not be under any obligation to cure any default by the Tenant under the Lease. No action by any Agent pursuant to this Agreement shall be deemed to be an assumption by such Agent of any obligation under the Lease, and, except as provided in Sections 3, 5 and 6 below, no Agent shall have any obligation to the Landlord.

3. The Landlord agrees that the Personal Property is and will remain personal property and not fixtures even though it may be affixed to or placed on the Leased Premises. The Landlord further agrees that each Agent has the right to remove the Personal Property from the Leased Premises at any time in accordance with the terms of the applicable Loan Documents and the Intercreditor Agreement; *provided* that such Agent shall repair any damage (ordinary wear and tear excluded) arising from such removal at the Tenant's expense. The Landlord further agrees that it will not hinder any Agent's actions in removing the Personal Property from the Leased Premises or such Agent's actions in otherwise enforcing its security interest in the Personal Property. No Agent shall be liable for any diminution in value of the Leased Premises caused by the absence of Personal Property actually removed or by the need to replace the Personal Property after such removal. The Landlord acknowledges that the Agents shall have no obligation to remove the Personal Property from the Leased Premises.

4. The Landlord acknowledges and agrees that the Tenant's granting of security interests in the Personal Property in favor of the Agents (for the benefit of the applicable Beneficiaries) shall not constitute a default under the Lease nor permit the Landlord to terminate the Lease or re-enter or repossess the Leased Premises or otherwise be the basis for the exercise of any remedy by the Landlord, and the Landlord hereby expressly consents to the granting of such security interests and agrees that such security interests shall be superior to any lien of the Landlord (statutory or otherwise) in the Personal Property.

5. Upon a termination of the Lease, the Landlord will permit the Agents and their representatives and invitees to occupy and remain on the Leased Premises; *provided* that (a) such period of occupation (the "**Disposition Period**") shall not exceed 180 days following receipt by the Agents of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 60 days following the Agents' receipt of written notice of such expiration, (b) for the actual period of occupancy by one or more Agents, each such Agent will be jointly and severally liable to pay to the Landlord (on behalf of itself and the other such Agents) the basic rent due under the Lease pro rated on a per diem basis determined on a 30-day month, and each Agent occupying the Leased Premises shall provide and retain liability and property insurance coverage, and each such Agent will be jointly and severally liable to cause to be provided to the Leased Premises (on behalf of itself and the other such Agents) electricity and

heat to the extent required by the Lease and (c) such amounts paid by any Agent to the Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Tenant remains liable under the Lease for default, holdover status or other similar charges. If any injunction or stay is issued that prohibits the Agents from removing the Personal Property, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed.

6. During any Disposition Period, (a) each Agent and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Personal Property, and each Agent may advertise and conduct public auctions or private sales of the Personal Property at the Leased Premises, in each case without interference by the Landlord or liability of such Agent, the applicable Beneficiaries or the lenders under the applicable Loan Agreement to the Landlord and (b) the Agents occupying the Leased Premises shall make the Leased Premises available for inspection by the Landlord and prospective tenants and shall cooperate in the Landlord's reasonable efforts to re-lease the Leased Premises. If any Agent conducts a public auction or private sale of the Personal Property at the Leased Premises, such Agent shall use reasonable efforts to notify the Landlord first and to hold such auction or sale in a manner which would not unduly disrupt the Landlord's or any other tenant's use of the Leased Premises.

7. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Landlord (including, without limitation, any successor owner of the Real Property) and the Agents. Landlord will disclose the terms and conditions of this Agreement to any purchaser or successor to Landlord's interest in the Leased Premises.

8. All notices to any party hereto shall be in writing and sent to such party at its respective address (or at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 8) by certified mail, postage prepaid, return receipt requested or by overnight delivery service, as follows:

If to Landlord:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Term Loan Agent or to LuxCo Loan Agent:

Jefferies Finance LLC
520 Madison Avenue
New York, New York 10022
Attention: Account Manager – Clement Pappas
Telephone: (212) 708-2346
Facsimile: (212) 284-3444

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Revolving Loan Agent:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Telephone: (312) 461-2116
Facsimile: (312) 765-1641

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

9. Prior to exercising any of its rights hereunder with respect to the Real Property or the Personal Property, each Agent shall provide prior, written notice of such proposed exercise to the other Agents in accordance with Section 8 above.

10. The provisions of this Agreement shall continue in effect until the Landlord shall have received a written certification from each Agent that the applicable Loans have been paid in full and all of the applicable Borrower's other obligations under the applicable Loan Agreement and each of the other applicable Loan Documents have been satisfied (exclusive of indemnification obligations which survive the termination of the applicable Loan Documents).

11. Notwithstanding anything herein to the contrary, each Agent acknowledges and agrees that the exercise of its rights and remedies pursuant to this Agreement is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

12. THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single agreement.

14. The Landlord agrees to execute, acknowledge and deliver such further instruments as any Agent may request to allow for the proper recording of this Agreement (including, without limitation, a revised landlord access agreement in form and substance sufficient for recording) or to otherwise accomplish the purposes of this Agreement.

IN WITNESS WHEREOF, the Landlord and the Agents have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

[_____], as Landlord

By: _____
Name:
Title:

JEFFERIES FINANCE LLC, as Term Loan Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC, as LuxCo Loan Agent

By: _____
Name:
Title:

BMO HARRIS BANK N.A., as Revolving Loan Agent

By: _____
Name:
Title:

Schedule A

Description of Real Property

Schedule B

Description of Lease

Landlord	Tenant	Dated	Modification	Location/ Property Address

EXHIBIT D

FORM OF
SUBORDINATION AGREEMENT

(to be attached)

EXHIBIT E

FORM OF
NOTE

$[_____]

New York, New York
[_____]

FOR VALUE RECEIVED, the undersigned, Clement Pappas and Company, Inc., a New Jersey corporation (as successor by merger to Pomona Merger Corp., a New Jersey corporation) (the "**Borrower**"), hereby promises to pay to Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the LuxCo Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [_____] DOLLARS or, if less, the aggregate unpaid principal amount of all Loans of the Lender outstanding under the LuxCo Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the LuxCo Loan Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the rates, and on the dates, specified in Section 2.05 of the LuxCo Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the LuxCo Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Loan of the Lender outstanding under the LuxCo Loan Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to Section 2.07 of the LuxCo Loan Agreement and the principal amount subject thereto; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the LuxCo Loan Agreement.

This Note is the Note referred to in the LuxCo Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among the Borrower, the Lender, the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in LuxCo Loan Agreement) and Jefferies Finance LLC as collateral agent for the Secured Parties. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

This Note is secured and guaranteed as provided in the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents. Reference is hereby made to the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the LuxCo Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LUXCO LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

CLEMENT PAPPAS AND COMPANY, INC.

By:_____
Name:
Title:

EXHIBIT F-1

FORM OF
PERFECTION CERTIFICATE

(See Tab 9)

EXHIBIT F-2

FORM OF
PERFECTION CERTIFICATE SUPPLEMENT

[insert date]

Reference is hereby made to (i) that certain Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**US Security Agreement**"), among Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("**LuxCo**"), Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**"), and the Pledgors (as defined in the US Security Agreement), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party, (ii) that certain deed of hypothec, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), among Borrower, Canadian GP and Jefferies Finance LLC as collateral agent, (iii) that certain deed of hypothec (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lassonde Pledge Agreement**") by each of Lassonde Industries Inc. and A. Lassonde inc. in favor of Jefferies Finance LLC as collateral agent, (iv) that certain LuxCo Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Security Agreement**" and, together with the US Security Agreement and the Canadian Security Agreement, the "**Security Agreements**"), among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that on August 12, 2011 was merged with and into Clement Pappas with Clement Pappas and MergerSub collectively the Borrower (as defined in the LuxCo Security Agreement), Holdings, and the Pledgors (as defined in the LuxCo Security Agreement) from time to time party thereto, (v) that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), LuxCo, 7925271 Canada inc., a corporation organized under the laws of Canada ("**Canadian GP**"), the CP Guarantors (as defined in the Term Loan Agreement), the Lenders (as defined in the Term Loan Agreement), Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers (in such capacity, the "**Arrangers**"), and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), GE Canada Finance Holding Company and Rabobank Nederland, Canadian Branch as co-documentation agents and Bank of Montreal, as syndication agent and (v) that certain Perfection Certificate delivered on August 12, 2011 (as supplemented by any perfection certificate supplements delivered prior to the date hereof, the "**Prior Perfection Certificate**"). Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

As used herein, the term "**Company**" means Pledgor as defined in the Term Loan Agreement and the term "**Companies**" means Pledgors as defined in the Term Loan Agreement. For the purposes of this Perfection Certificate, information is provided regarding Lassonde Industries Inc. and A. Lassonde inc. only to the extent relevant to their respective pledges.

The undersigned hereby certify to the Administrative Agent and each of the Secured Parties as follows:

1. Names. (a) Except as listed on **Schedule 1(a)** hereto, (i) Schedule 1(a) to the Prior Perfection Certificate sets forth the exact legal name of each Company, as such name appears in its respective certificate or deed of incorporation, certificate or articles of formation or any other Organizational Document, (ii) each Company (1) is the type of entity disclosed next to its name in Schedule 1(a) to the Prior Perfection Certificate and (2) a registered organization except to the extent disclosed in Schedule 1(a) to the Prior Perfection Certificate; and Schedule 1(a) to the Prior Perfection Certificate sets forth the organizational identification number, if any, of each Company that is a registered organization, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) Except as listed on **Schedule 1(b)** hereto, Schedule 1(b) to the Prior Perfection Certificate sets forth any other corporate or organizational names each Company has had in the past five years (or at any time in the case of the Pledgors under the Canadian Security Agreement or the LuxCo Security Agreement), together with the date of any relevant change.

(c) Except as listed on **Schedule 1(c)** hereto, (i) Schedule 1(c) to the Prior Perfection Certificate sets forth a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which any Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof and (ii) Schedule 1(c) to the Prior Perfection Certificate also sets forth the information required by Section **Error! Reference source not found.** for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. Except as set forth in **Schedule 1(c)** hereto, no Company has changed its jurisdiction of organization at any time during the past four months.

2. Current Locations. (a) Except as listed on **Schedule 2(a)** hereto, the chief executive office of each Company and registered office is located at the address set forth in Schedule 2(a) to the Prior Perfection Certificate.

(b) Except as listed on **Schedule 2(b)** hereto, Schedule 2(b) to the Prior Perfection Certificate sets forth all locations where each Company maintains any books or records relating to any Collateral.

(c) Except as listed on **Schedule 2(c)** hereto, Schedule 2(c) to the Prior Perfection Certificate sets forth all the other places of business of each Company.

(d) Except as listed on **Schedule 2(d)** hereto, Schedule 2(d) to the Prior Perfection Certificate sets forth all locations where each Company maintains any of the Collateral consisting of inventory or equipment (whether or not in the possession of any Company).

(e) Except as listed on **Schedule 2(e)** hereto, Schedule 2(e) to the Prior Perfection Certificate sets forth the locations of all persons or entities other than each Company which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment.

3. [Reserved].

4. File Search Reports. Attached as **Schedule 4** hereto are true and accurate copies of the file search reports from (i) the Uniform Commercial Code, PPSA, RPMRR, and Luxembourg, as applicable, filing

offices (x) in each jurisdiction identified on **Schedule 1(a)** with respect to each legal name set forth on **Schedule 1(a)** and **Schedule 1(b)**, and (y) in each jurisdiction described in **Schedule 1(c)** hereto relating to any of the transactions described in **Schedule 1(c)** hereto, and (ii) each real estate recording office/officer or land register identified on **Schedule 7** hereto with respect to real estate (immovables) on which Collateral consisting of fixture is or is to be located. The attached file search reports include true and accurate copies of each financing statement, including judgment and tax liens, bankruptcy and pending lawsuits or other filing identified in the file search reports provided with respect to each Loan Party has been delivered to the Collateral Agent.

5. UCC/PPSA/RPMRR/Luxembourg Filings. With respect to each Company listed on **Schedule 1(a)** or **1(b)** hereto, the financing statements (duly authorized by each Company constituting the debtor therein), including the indications of the collateral, attached as **Schedule 5** hereto relating to the Security Agreements or the applicable Mortgage(s), are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereto.

6. Schedule of Filings. Except as listed on **Schedule 6** hereto, with respect to each Company listed Schedule 1(a) or Schedule 1(b) hereto, Schedule 6 to the Prior Perfection Certificate sets forth (i) the appropriate filing offices or registers for the financing statements or registration forms attached hereto as **Schedule 5** and (ii) the appropriate filing offices or registers for the filings or registrations described in **Schedule 13(d)** hereto and (iii) any other actions required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents. No other filings, registrations or actions are required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents.

7. Real Property. Except as set forth on **Schedule 7** hereto, Schedule 7 to the Prior Perfection Certificate sets forth all real property (or immovables) owned, leased or licensed by each Company.

8. [Intentionally Omitted].

9. [Intentionally Omitted].

10. Stock Ownership and Other Equity Interests. Except as set forth on **Schedule 10** hereto, Schedule 10 to the Prior Perfection Certificate sets forth (i) all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Company (other than Holdings) and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests, and (ii) each equity investment of each Company that represents 50% or less of the equity of the entity in which such investment was made except to the extent such equity investment is held in a Securities Account set forth on **Schedule 15** hereto or on Schedule 15 to the Prior Perfection Certificate.

11. Instruments and Tangible Chattel Paper. Except as listed on **Schedule 11** hereto, Schedule 11 to the Prior Perfection Certificate sets forth (i) all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of in excess of $100,000 individually or in the aggregate held by each Company as of the date hereof, including all intercompany notes executed on or before the Closing Date in excess of $100,000 individually or in the aggregate between or among any two or more Companies and (ii) in each case, the outstanding principal amount thereof.

12. [Intentionally Omitted].

13. Intellectual Property. (a) Patents. Except as listed on **Schedule 13(a)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Patents issued from, and patent applications pending in, the United States Patent and Trademark Office ("**USPTO**"), the Canadian Intellectual Property Office ("**CIPO**") or the Luxembourg Intellectual Property Directorate ("**LIPD**"), as applicable; patent licenses recorded in the USPTO, CIPO or LIPD, as applicable; and including, with respect to each of the foregoing Patents and patent applications, the name of the owner and the number of each such Patent or patent application. For purposes of this **Section** Error! Reference source not found., the term "Patent" shall have the meaning ascribed thereto in the Security Agreements.

(b) Trademarks. Except as listed on **Schedule 13(b)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Trademarks registered with, and trademark applications pending in, the USPTO, CIPO or authorities granting trademark protection covering Luxembourg, namely, the Benelux Office of Intellectual Property ("**BOIP**") or the Office of Harmonization for the Internal Market ("**OHIM**"), as applicable; trademark licenses recorded in the USPTO, CIPO, BOIP or OHIM, as applicable; all unregistered Trademarks; and including, with respect to each of the foregoing registered Trademarks and trademark applications, the name of the owner and the number of each such registered Trademark or trademark application. For purposes of this **Section** Error! Reference source not found., the term "Trademark" shall have the meaning ascribed thereto in the Security Agreements.

(c) Copyrights. Except as listed on **Schedule 13(c)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Copyrights registered with, and copyright applications pending in, the United States Copyright Office ("**USCO**"), CIPO or LIPD, as applicable; copyright licenses recorded in the USCO, CIPO or LIPD, as applicable; and all material unregistered Copyrights, including, with respect to each registered Copyright and copyright application, the name of the owner and the number of each such registered Copyright or copyright application. For purposes of this **Section** Error! Reference source not found., the term "Copyright" shall have the meaning ascribed thereto in the Security Agreements.

(d) Attached hereto as **Schedule 13(d)** hereto in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office, CIPO, BOIP, OHIM, and/or LIPD, as applicable, are (together with the financing statements attached as **Schedule 5** hereto) the filings necessary to preserve, protect and perfect the security interests in the Trademarks, trademark licenses, Patents, patent licenses, Copyrights and copyright licenses set forth on **Schedules 13(a)**, **(b)** and **(c)** hereto, including duly signed copies of each of the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, as applicable. For purposes of this **Section** Error! Reference source not found., the terms "Patent Security Agreement," "Trademark Security Agreement" and "Copyright Security Agreement" shall have the meanings ascribed thereto in the Security Agreement.

14. Commercial Tort Claims. Except as listed on **Schedule 14** hereto, Schedule 14 to the Prior Perfection Certificate sets forth all Commercial Tort Claims (as defined in the Security Agreements) held by each Company with a value in excess of $100,000 individually or in the aggregate, including a description thereof.

15. Deposit Accounts, Securities Accounts and Commodity Accounts.

(a) Except as listed on **Schedule 15(a)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Deposit Accounts (as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name

of each such account, the name of each entity that holds each account, the current balance thereof and whether such account is a Payroll Account (as defined in the Security Agreements).

(b) Except as listed on **Schedule 15(b)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Securities Accounts and Commodity Accounts (each as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and the current balance thereof.

16. Letter-of-Credit Rights. Except as listed on **Schedule 16** hereto, Schedule 16 to the Prior Perfection Certificate sets forth all letters of credit and Letter-of-Credit Rights issued in favor of each Company, as beneficiary thereunder, other than in a face amount of $100,000 or less, individually or in the aggregate.

17. Motor Vehicles. Except as listed on **Schedule 17** hereto, Schedule 17 to the Prior Perfection Certificate sets forth all motor vehicles (covered by certificates of title or ownership) owned by each Company with a book value or fair market value in excess of $10,000 individually, and the owner and approximate value of such motor vehicles.

Each Company hereby authorizes the Collateral Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interests granted or to be granted to the Collateral Agent under the Security Agreements. Such financing statements may describe the collateral in the same manner as described in the Security Agreements or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent, including, without limitation, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired."

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned executes this Perfection Certificate as of the date first above written.

[_____]

By:_____
Name:
Title:

[_____]

By:_____
Name:
Title:

[_____]

By: _____
Name:
Title:

[_____]

By:_____
Name:
Title:

[_____]

By:_____
Name:
Title:

SCHEDULE 1(A)

LEGAL NAMES, **ETC.**

Legal Name	Type of Entity	Registered Organization (Yes/No)[1]	Organizational Number[2]	Federal Taxpayer Identification Number[3]	Jurisdiction of Organization

[1] If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

[2] If none, so state.

[3] If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

SCHEDULE 1(B)

PRIOR ORGANIZATIONAL NAMES

Company	Prior Name	Date of Change	Reason for Change

SCHEDULE 1(C)

OTHER NAMES; CHANGES IN CORPORATE IDENTITY

Company	Corporate Name of Entity	Action	Date of Action	Jurisdiction of Formation	List of All Other Names Used During Past Five Years	Explanation

Schedule 2(a)

Chief Executive Offices and Registered Offices

Company	Chief Executive Office Address	Registered Office Address	County or Canton	State, Province or District

Schedule 2(b)

Location of Books and Records

Company	Address	County or Canton	State, Province or District

Schedule 2(c)

Other Places of Business

Company	Address	County or Canton	State, Province or District

Schedule 2(d)

Additional Locations of Equipment and Inventory

Company	Address	County or Canton	State, Province or District

Schedule 2(e)

Locations of Collateral in Possession of Persons Other Than Companies

Company	Name of Entity in Possession of Collateral/Capacity of such Entity	Address/Location of Collateral	County or Canton	State, Province or District

Schedule 4

File Search Reports

Company	Search Report Dated	Prepared by	Jurisdiction

Schedule 5

Copy of Financing Statements To Be Filed

See attached.

Schedule 6

Filings/Filing Offices

Type of Filings*	Entity	Applicable Security Document[1]	Filing Office (or Registers)

* UCC-1 financing statement, fixture filing, mortgage, intellectual property filing or other necessary filing.

1 Mortgage, Security Agreement or other.

Schedule 7

Real Property

Entity of Record	Location Address	Owned or Leased	Landlord/Owner if Leased	Description of Lease Documents

Schedule 10

Stock Ownership and Other Equity Interests

Current Legal Entities Owned	Record Owner	Certificate No.	No. Shares/Interest	Percentage Owned	Percent Pledged

Schedule 11

Instruments and Tangible Chattel Paper

1. Promissory Notes:

Entity	Principal Amount	Date of Issuance	Interest Rate	Maturity Date

2. Chattel Paper:

Schedule 12

Advances

Schedule 13(a)

Patents and Patent Licenses

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(a) (continued)

OTHER PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(b)

Trademarks and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(b) (continued)

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(c)

Copyrights and Copyright Licenses

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER

Applications:

OWNER	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(c) (continued)

OTHER COPYRIGHTS

Registrations:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	TITLE	REGISTRATION NUMBER

Applications:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(d)

Intellectual Property Filings

Schedule 14

Commercial Tort Claims

Schedule 15(a)

Deposit Accounts

OWNER	BANK	ACCOUNT NUMBER	ACCOUNT BALANCE	PAYROLL ACCOUNT (YES/NO)

Schedule 15(b)

Securities Accounts and Commodity Accounts

Schedule 16

Letters of Credit and Letter-of-Credit Rights

Schedule 17

Motor Vehicles

EXHIBIT G

FORM OF LUXCO SECURITY AGREEMENT

(To be Provided Separately)

EXHIBIT H

FORM OF
SOLVENCY CERTIFICATE

The undersigned, [_____], Chief Financial Officer of Clement Pappas and Company, Inc., a New Jersey corporation (as successor by merger to Pomona Merger Corp., a New Jersey corporation) (the "**Borrower**"), solely in his or her capacity as Chief Financial Officer of the Borrower and not in an individual capacity, does hereby certify pursuant to clause (f) of Article IV of that certain LuxCo Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg as lender, the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in the LuxCo Loan Agreement) and Jefferies Finance LLC as collateral agent for the Secured Parties, as follows:

Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date, including all advances and other credit extensions made on such date other than under the Loan Documents, and immediately following the making of each Loan and after giving effect to the application of the proceeds of each Loan on the Closing Date:

(a) The fair value of the Property of the Loan Parties, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise;

(b) The present fair saleable value of the Property of the Loan Parties, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(c) The Loan Parties, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(d) The Loan Parties, taken as a whole, will not have unreasonably small capital with which to conduct their business in which they are engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(e) For purposes of this Solvency Certificate, the amount of contingent liabilities has been computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability and takes into account contractual and common law rights of contribution among the Guarantors, including the rights of contribution set forth in Section 7.10 of the LuxCo Loan Agreement;

(f) No Loan Party intends, in consummating the transactions contemplated by the LuxCo Loan Agreement, to hinder, delay, or defraud either present or future creditors or any other person to which any Loan Party is, or will become on or after the date hereof, indebted; and

(g) In reaching the conclusions set forth in this Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate (acting

reasonably), having taken into account the nature of the particular business anticipated to be conducted by each Loan Party after consummation of the Transactions.

The undersigned understands that the Lenders are relying on the truth and accuracy of contents of this Certificate in connection with each Loan made to the Borrower pursuant to the LuxCo Loan Agreement.

[Signature Page Follows]

CLEMENT PAPPAS AND COMPANY, INC.

By:_____
Name:
Title: Chief Financial Officer

EXHIBIT I-1

FORM OF
OPINION OF SQUIRE, SANDERS & DEMPSEY (US) LLP

(To be Provided Separately)

EXHIBIT I-2

FORM OF
TAX OPINION OF DELOITTE (US) LLP

(To be Provided Separately)

EXHIBIT I-3

FORM OF
OPINION OF BORROWER'S LOCAL COUNSEL

(To be Provided Separately)

EXHIBIT J

FORM OF
INTERCREDITOR AGREEMENT

(To be Provided Separately)

EXHIBIT I

FORM OF
NOTE

$[_____]

New York, New York
[_____]

FOR VALUE RECEIVED, the undersigned, Luxlas Fund Limited Partnership a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), hereby promises to pay to [_____] or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the Term Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [_____] DOLLARS or, if less, the aggregate unpaid principal amount of all Loans of the Lender outstanding under the Term Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Term Loan Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the rates, and on the dates, specified in Section 2.06 of the Term Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the Term Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Loan of the Lender outstanding under the Term Loan Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to Section 2.08 of the Term Loan Agreement and the principal amount subject thereto; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the Term Loan Agreement.

This Note is one of the Notes referred to in the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

This Note is secured and guaranteed as provided in the Term Loan Agreement, the Intercreditor Agreement and the Security Documents. Reference is hereby made to the Term Loan Agreement, the Intercreditor Agreement and the Security Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the Term Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE TERM LOAN AGREEMENT. TRANSFERS OF THIS NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF THE TERM LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

LUXLAS FUND LIMITED PARTNERSHIP

By:_____
Name:
Title:

EXHIBIT J-1

FORM OF
PERFECTION CERTIFICATE

(See Tab 9)

PERFECTION CERTIFICATE

AUGUST __, 2011

Reference is hereby made to (i) that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**US Security Agreement**"), among Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("**LuxCo**"), Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**"), and the Pledgors (as defined in the US Security Agreement), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party, (ii) that certain deed of hypothec, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), among Borrower, Canadian GP and Jefferies Finance LLC as collateral agent, (iii) that certain deed of hypothec (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lassonde Pledge Agreement**") by each of Lassonde Industries Inc. and A. Lassonde inc. in favor of Jefferies Finance LLC as collateral agent, (iv) that certain LuxCo Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Security Agreement**" and, together with the US Security Agreement and the Canadian Security Agreement, the "**Security Agreements**"), among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that as of the date hereof will be merged with and into Clement Pappas with Clement Pappas and MergerSub collectively the Borrower (as defined in the LuxCo Security Agreement), Holdings, and the Pledgors (as defined in the LuxCo Security Agreement) from time to time party thereto, (v) that certain Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), LuxCo, 7925271 Canada inc., a corporation organized under the laws of Canada ("**Canadian GP**"), the CP Guarantors (as defined in the Term Loan Agreement), the Lenders (as defined in the Term Loan Agreement), Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers (in such capacity, the "**Arrangers**"), and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), GE Canada Finance Holding Company and Rabobank Nederland, Canadian Branch as co-documentation agents and Bank of Montreal, as syndication agent. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

As used herein, the term "**Company**" means Pledgor as defined in the Term Loan Agreement and the term "**Companies**" means Pledgors as defined in the Term Loan Agreement. For the purposes of this Perfection Certificate, information is provided regarding Lassonde Industries Inc. and A. Lassonde inc. only to the extent relevant to their respective pledges.

The undersigned hereby certify to the Administrative Agent and each of the Secured Parties as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective certificate or deed of incorporation, certificate or articles of formation or any other Organizational Document, is set forth in **Schedule 1(a)** hereto. Each Company is (i) the type of entity disclosed next to its name in **Schedule 1(a)** hereto and (ii) a registered organization except to the extent disclosed in **Schedule 1(a)** hereto. Also set forth in **Schedule 1(a)** hereto is the organizational identification number,

if any, of each Company that is a registered organization, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) **Schedule 1(b)** hereto sets forth any other corporate or organizational names each Company has had in the past five years (or at any time in the case of the Pledgors under the Canadian Security Agreement or the LuxCo Security Agreement), together with the date of any relevant change.

(c) **Schedule 1(c)** hereto sets forth a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which any Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. **Schedule 1(c)** hereto also sets forth the information required by **Section 1** hereto for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. Except as set forth in **Schedule 1(c)** hereto, no Company has changed its jurisdiction of organization at any time during the past four months.

2. Current Locations. (a) The chief executive office of each Company and registered office is located at the address set forth in **Schedule 2(a)** hereto.

(b) **Schedule 2(b)** hereto sets forth all locations where each Company maintains any books or records relating to any Collateral.

(c) **Schedule 2(c)** hereto sets forth all the other places of business of each Company.

(d) **Schedule 2(d)** hereto sets forth all locations where each Company maintains any of the Collateral consisting of inventory or equipment (whether or not in the possession of any Company).

(e) **Schedule 2(e)** hereto sets forth the locations of all persons or entities other than each Company which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment.

3. Extraordinary Transactions. Except for those purchases, acquisitions and other transactions described on **Schedule 3** hereto, within the past five years from the date hereof, all of the Collateral has been originated by each Company in the ordinary course of business or consists of goods which have been acquired by such Company in the ordinary course of business from a person in the business of selling goods of that kind.

4. File Search Reports. Attached as **Schedule 4** hereto are true and accurate copies of the file search reports from (i) the Uniform Commercial Code, PPSA, RPMRR, and Luxembourg, as applicable, filing offices (x) in each jurisdiction identified on **Schedule 1(a)** with respect to each legal name set forth on **Schedule 1(a)** and **Schedule 1(b)**, (y) in each jurisdiction described in **Schedule 1(c)** hereto relating to any of the transactions described in **Schedule 1(c)** hereto, and (z) in each jurisdiction applicable to the entities named in the transactions set forth on **Schedule 3** hereto and (ii) each real estate recording office/officer or land register identified on **Schedule 7** hereto with respect to real estate (immovables) on which Collateral consisting of fixture is or is to be located. The attached file search reports include true and accurate copies of each financing statement, including judgment and tax liens, bankruptcy and

pending lawsuits or other filing identified in the file search reports provided with respect to each Loan Party has been delivered to the Collateral Agent.

5. UCC/PPSA/RPMRR/Luxembourg Filings. The financing statements (duly authorized by each Company constituting the debtor therein), including the indications of the collateral (including the collateral contemplated by **Schedule 3** hereto), attached as **Schedule 5** hereto relating to the Security Agreements or the applicable Mortgage(s), are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereto.

6. Schedule of Filings. **Schedule 6** hereto sets forth (i) the appropriate filing offices or registers for the financing statements or registration forms attached hereto as **Schedule 5** and (ii) the appropriate filing offices or registers for the filings or registrations described in **Schedule 13(d)** hereto and (iii) any other actions required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents. No other filings, registrations or actions are required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents.

7. Real Property. **Schedule 7** hereto sets forth all real property (or immovables) owned, leased or licensed by each Company.

8. Termination Statements. Attached hereto as **Schedule 8(a)** are the duly authorized termination statements in the appropriate form for filing in each applicable jurisdiction identified in **Schedule 8(b)** hereto with respect to each Lien described therein.

9. No Change. The undersigned knows of no anticipated change in any of the circumstances or with respect to any of the matters contemplated in **Sections 1** through **8** and **Sections 10** through **17** of this Perfection Certificate except as set forth on **Schedule 9** hereto.

10. Stock Ownership and Other Equity Interests. **Schedule 10** hereto sets forth (i) all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Company (other than Holdings) and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests, and (ii) each equity investment of each Company that represents 50% or less of the equity of the entity in which such investment was made except to the extent such equity investment is held in a Securities Account set forth on **Schedule 15** hereto.

11. Instruments and Tangible Chattel Paper. **Schedule 11** hereto sets forth (i) all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of in excess of $100,000 individually or in the aggregate held by each Company as of the date hereof, including all intercompany notes executed on or before the Closing Date in excess of $100,000 individually or in the aggregate between or among any two or more Companies and (ii) in each case, the outstanding principal amount thereof.

12. Advances. **Schedule 12** hereto sets forth (i) all advances made by any Company to any other Company as of the date hereof (other than those identified on **Schedule 11**), which advances on and after the date hereof are not evidenced by the Intercompany Note pledged to the Collateral Agent under the Security Agreements, and (ii) all unpaid intercompany transfers of goods sold and delivered by or to any Company as of the date hereof.

13. Intellectual Property. (a) Patents. **Schedule 13(a)** hereto sets forth all of each Company's Patents issued from, and patent applications pending in, the United States Patent and Trademark Office

("**USPTO**"), the Canadian Intellectual Property Office ("**CIPO**") or the Luxembourg Intellectual Property Directorate ("**LIPD**"), as applicable; patent licenses recorded in the USPTO, CIPO or LIPD, as applicable; and including, with respect to each of the foregoing Patents and patent applications, the name of the owner and the number of each such Patent or patent application. For purposes of this **Section 13(a)**, the term "Patent" shall have the meaning ascribed thereto in the Security Agreements.

(b) Trademarks. **Schedule 13(b)** hereto sets forth all of each Company's Trademarks registered with, and trademark applications pending in, the USPTO, CIPO or authorities granting trademark protection covering Luxembourg, namely, the Benelux Office of Intellectual Property ("**BOIP**") or the Office of Harmonization for the Internal Market ("**OHIM**"), as applicable; trademark licenses recorded in the USPTO, CIPO, BOIP or OHIM, as applicable; all unregistered Trademarks; and including, with respect to each of the foregoing registered Trademarks and trademark applications, the name of the owner and the number of each such registered Trademark or trademark application. For purposes of this **Section 13(b)**, the term "Trademark" shall have the meaning ascribed thereto in the Security Agreements.

(c) Copyrights. **Schedule 13(c)** hereto sets forth all of each Company's Copyrights registered with, and copyright applications pending in, the United States Copyright Office ("**USCO**"), CIPO or LIPD, as applicable; copyright licenses recorded in the USCO, CIPO or LIPD, as applicable; and all material unregistered Copyrights, including, with respect to each registered Copyright and copyright application, the name of the owner and the number of each such registered Copyright or copyright application. For purposes of this **Section 13(c)**, the term "Copyright" shall have the meaning ascribed thereto in the Security Agreements.

(d) Attached hereto as **Schedule 13(d)** hereto in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office, CIPO, BOIP, OHIM, and/or LIPD, as applicable, are (together with the financing statements attached as **Schedule 5** hereto) the filings necessary to preserve, protect and perfect the security interests in the Trademarks, trademark licenses, Patents, patent licenses, Copyrights and copyright licenses set forth on **Schedules 13(a)**, **(b)** and **(c)** hereto, including duly signed copies of each of the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, as applicable. For purposes of this **Section 13(d)**, the terms "Patent Security Agreement," "Trademark Security Agreement" and "Copyright Security Agreement" shall have the meanings ascribed thereto in the Security Agreement.

14. Commercial Tort Claims. **Schedule 14** hereto sets forth all Commercial Tort Claims (as defined in the Security Agreements) held by each Company with a value in excess of $100,000 individually or in the aggregate, including a description thereof.

15. Deposit Accounts, Securities Accounts and Commodity Accounts.

(a) **Schedule 15(a)** hereto sets forth all Deposit Accounts (as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account, the current balance thereof and whether such account is a Payroll Account (as defined in the Security Agreements).

(b) **Schedule 15(b)** hereto sets forth all Securities Accounts and Commodity Accounts (each as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and the current balance thereof.

16. Letter-of-Credit Rights. **Schedule 16** hereto sets forth all letters of credit and Letter-of-Credit Rights issued in favor of each Company, as beneficiary thereunder, other than in a face amount of $100,000 or less, individually or in the aggregate.

17. Motor Vehicles. **Schedule 17** hereto sets forth all motor vehicles (covered by certificates of title or ownership) owned by each Company with a book value or fair market value in excess of $10,000 individually, and the owner and approximate value of such motor vehicles.

Each Company hereby authorizes the Collateral Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interests granted or to be granted to the Collateral Agent under the Security Agreements. Such financing statements may describe the collateral in the same manner as described in the Security Agreements or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent, including, without limitation, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired."

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned executes this Perfection Certificate as of the date first above written.

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower

By: 7925271 Canada inc.
Its: General Partner

By:_____
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

LASSONDE INDUSTRIES INC.

By:_____
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

7925271 CANADA INC.

By:_____
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

A. LASSONDE INC.

By:_____
Name: Jean Gattuso
Title: Chief Executive Officer

POMONA HOLDINGS, INC.

By: _____
Name: Jean Gattuso
Title: President

POMONA MERGER CORP.

By: _____
Name: Jean Gattuso
Title: President

LASSONDE LUXEMBOURG

By:_____
Name: Emmanuel Natale
Title: Type B Manager

CLEMENT PAPPAS AND COMPANY, INC.

By: _____
Name: Clement David Pappas
Title: President

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

CLEMENT PAPPAS NC, INC.

By: _____
Name: Clement David Pappas
Title: President

DELSEA FARMS, INC.

By: _____
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES CA, LLC,

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

CPC JUICE, INC.

By: _____
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

EXHIBIT J-2

FORM OF
PERFECTION CERTIFICATE SUPPLEMENT

[insert date]

Reference is hereby made to (i) that certain Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**US Security Agreement**"), among Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("**LuxCo**"), Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**"), and the Pledgors (as defined in the US Security Agreement), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party, (ii) that certain deed of hypothec, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), among Borrower, Canadian GP and Jefferies Finance LLC as collateral agent, (iii) that certain deed of hypothec (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lassonde Pledge Agreement**") by each of Lassonde Industries Inc. and A. Lassonde inc. in favor of Jefferies Finance LLC as collateral agent, (iv) that certain LuxCo Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Security Agreement**" and, together with the US Security Agreement and the Canadian Security Agreement, the "**Security Agreements**"), among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that on August 12, 2011 was merged with and into Clement Pappas with Clement Pappas and MergerSub collectively the Borrower (as defined in the LuxCo Security Agreement), Holdings, and the Pledgors (as defined in the LuxCo Security Agreement) from time to time party thereto, (v) that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), LuxCo, 7925271 Canada inc., a corporation organized under the laws of Canada ("**Canadian GP**"), the CP Guarantors (as defined in the Term Loan Agreement), the Lenders (as defined in the Term Loan Agreement), Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers (in such capacity, the "**Arrangers**"), and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), GE Canada Finance Holding Company and Rabobank Nederland, Canadian Branch as co-documentation agents and Bank of Montreal, as syndication agent and (v) that certain Perfection Certificate delivered on August 12, 2011 (as supplemented by any perfection certificate supplements delivered prior to the date hereof, the "**Prior Perfection Certificate**"). Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

As used herein, the term "**Company**" means Pledgor as defined in the Term Loan Agreement and the term "**Companies**" means Pledgors as defined in the Term Loan Agreement. For the purposes of this Perfection Certificate, information is provided regarding Lassonde Industries Inc. and A. Lassonde inc. only to the extent relevant to their respective pledges.

The undersigned hereby certify to the Administrative Agent and each of the Secured Parties as follows:

1. Names. (a) Except as listed on **Schedule 1(a)** hereto, (i) Schedule 1(a) to the Prior Perfection Certificate sets forth the exact legal name of each Company, as such name appears in its respective certificate or deed of incorporation, certificate or articles of formation or any other Organizational Document, (ii) each Company (1) is the type of entity disclosed next to its name in Schedule 1(a) to the Prior Perfection Certificate and (2) a registered organization except to the extent disclosed in Schedule 1(a) to the Prior Perfection Certificate; and Schedule 1(a) to the Prior Perfection Certificate sets forth the organizational identification number, if any, of each Company that is a registered organization, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) Except as listed on **Schedule 1(b)** hereto, Schedule 1(b) to the Prior Perfection Certificate sets forth any other corporate or organizational names each Company has had in the past five years (or at any time in the case of the Pledgors under the Canadian Security Agreement or the LuxCo Security Agreement), together with the date of any relevant change.

(c) Except as listed on **Schedule 1(c)** hereto, (i) Schedule 1(c) to the Prior Perfection Certificate sets forth a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which any Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof and (ii) Schedule 1(c) to the Prior Perfection Certificate also sets forth the information required by Section 1 for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. Except as set forth in **Schedule 1(c)** hereto, no Company has changed its jurisdiction of organization at any time during the past four months.

2. Current Locations. (a) Except as listed on **Schedule 2(a)** hereto, the chief executive office of each Company and registered office is located at the address set forth in Schedule 2(a) to the Prior Perfection Certificate.

(b) Except as listed on **Schedule 2(b)** hereto, Schedule 2(b) to the Prior Perfection Certificate sets forth all locations where each Company maintains any books or records relating to any Collateral.

(c) Except as listed on **Schedule 2(c)** hereto, Schedule 2(c) to the Prior Perfection Certificate sets forth all the other places of business of each Company.

(d) Except as listed on **Schedule 2(d)** hereto, Schedule 2(d) to the Prior Perfection Certificate sets forth all locations where each Company maintains any of the Collateral consisting of inventory or equipment (whether or not in the possession of any Company).

(e) Except as listed on **Schedule 2(e)** hereto, Schedule 2(e) to the Prior Perfection Certificate sets forth the locations of all persons or entities other than each Company which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment.

3. [Reserved].

4. File Search Reports. Attached as **Schedule 4** hereto are true and accurate copies of the file search reports from (i) the Uniform Commercial Code, PPSA, RPMRR, and Luxembourg, as applicable, filing

offices (x) in each jurisdiction identified on **Schedule 1(a)** with respect to each legal name set forth on **Schedule 1(a)** and **Schedule 1(b)**, and (y) in each jurisdiction described in **Schedule 1(c)** hereto relating to any of the transactions described in **Schedule 1(c)** hereto, and (ii) each real estate recording office/officer or land register identified on **Schedule 7** hereto with respect to real estate (immovables) on which Collateral consisting of fixture is or is to be located. The attached file search reports include true and accurate copies of each financing statement, including judgment and tax liens, bankruptcy and pending lawsuits or other filing identified in the file search reports provided with respect to each Loan Party has been delivered to the Collateral Agent.

5. UCC/PPSA/RPMRR/Luxembourg Filings. With respect to each Company listed on **Schedule 1(a)** or **1(b)** hereto, the financing statements (duly authorized by each Company constituting the debtor therein), including the indications of the collateral, attached as **Schedule 5** hereto relating to the Security Agreements or the applicable Mortgage(s), are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereto.

6. Schedule of Filings. Except as listed on **Schedule 6** hereto, with respect to each Company listed Schedule 1(a) or Schedule 1(b) hereto, Schedule 6 to the Prior Perfection Certificate sets forth (i) the appropriate filing offices or registers for the financing statements or registration forms attached hereto as **Schedule 5** and (ii) the appropriate filing offices or registers for the filings or registrations described in **Schedule 13(d)** hereto and (iii) any other actions required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents. No other filings, registrations or actions are required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents.

7. Real Property. Except as set forth on **Schedule 7** hereto, Schedule 7 to the Prior Perfection Certificate sets forth all real property (or immovables) owned, leased or licensed by each Company.

8. [Intentionally Omitted].

9. [Intentionally Omitted].

10. Stock Ownership and Other Equity Interests. Except as set forth on **Schedule 10** hereto, Schedule 10 to the Prior Perfection Certificate sets forth (i) all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Company (other than Holdings) and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests, and (ii) each equity investment of each Company that represents 50% or less of the equity of the entity in which such investment was made except to the extent such equity investment is held in a Securities Account set forth on **Schedule 15** hereto or on Schedule 15 to the Prior Perfection Certificate.

11. Instruments and Tangible Chattel Paper. Except as listed on **Schedule 11** hereto, Schedule 11 to the Prior Perfection Certificate sets forth (i) all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of in excess of $100,000 individually or in the aggregate held by each Company as of the date hereof, including all intercompany notes executed on or before the Closing Date in excess of $100,000 individually or in the aggregate between or among any two or more Companies and (ii) in each case, the outstanding principal amount thereof.

12. [Intentionally Omitted].

13. Intellectual Property. (a) Patents. Except as listed on **Schedule 13(a)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Patents issued from, and patent applications pending in, the United States Patent and Trademark Office ("**USPTO**"), the Canadian Intellectual Property Office ("**CIPO**") or the Luxembourg Intellectual Property Directorate ("**LIPD**"), as applicable; patent licenses recorded in the USPTO, CIPO or LIPD, as applicable; and including, with respect to each of the foregoing Patents and patent applications, the name of the owner and the number of each such Patent or patent application. For purposes of this **Section 13(a)**, the term "Patent" shall have the meaning ascribed thereto in the Security Agreements.

(b) Trademarks. Except as listed on **Schedule 13(b)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Trademarks registered with, and trademark applications pending in, the USPTO, CIPO or authorities granting trademark protection covering Luxembourg, namely, the Benelux Office of Intellectual Property ("**BOIP**") or the Office of Harmonization for the Internal Market ("**OHIM**"), as applicable; trademark licenses recorded in the USPTO, CIPO, BOIP or OHIM, as applicable; all unregistered Trademarks; and including, with respect to each of the foregoing registered Trademarks and trademark applications, the name of the owner and the number of each such registered Trademark or trademark application. For purposes of this **Section 13(b)**, the term "Trademark" shall have the meaning ascribed thereto in the Security Agreements.

(c) Copyrights. Except as listed on **Schedule 13(c)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Copyrights registered with, and copyright applications pending in, the United States Copyright Office ("**USCO**"), CIPO or LIPD, as applicable; copyright licenses recorded in the USCO, CIPO or LIPD, as applicable; and all material unregistered Copyrights, including, with respect to each registered Copyright and copyright application, the name of the owner and the number of each such registered Copyright or copyright application. For purposes of this **Section 13(c)**, the term "Copyright" shall have the meaning ascribed thereto in the Security Agreements.

(d) Attached hereto as **Schedule 13(d)** hereto in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office, CIPO, BOIP, OHIM, and/or LIPD, as applicable, are (together with the financing statements attached as **Schedule 5** hereto) the filings necessary to preserve, protect and perfect the security interests in the Trademarks, trademark licenses, Patents, patent licenses, Copyrights and copyright licenses set forth on **Schedules 13(a)**, **(b)** and **(c)** hereto, including duly signed copies of each of the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, as applicable. For purposes of this **Section 13(d)**, the terms "Patent Security Agreement," "Trademark Security Agreement" and "Copyright Security Agreement" shall have the meanings ascribed thereto in the Security Agreement.

14. Commercial Tort Claims. Except as listed on **Schedule 14** hereto, Schedule 14 to the Prior Perfection Certificate sets forth all Commercial Tort Claims (as defined in the Security Agreements) held by each Company with a value in excess of $100,000 individually or in the aggregate, including a description thereof.

15. Deposit Accounts, Securities Accounts and Commodity Accounts.

(a) Except as listed on **Schedule 15(a)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Deposit Accounts (as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name

of each such account, the name of each entity that holds each account, the current balance thereof and whether such account is a Payroll Account (as defined in the Security Agreements).

(b) Except as listed on **Schedule 15(b)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Securities Accounts and Commodity Accounts (each as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and the current balance thereof.

16. Letter-of-Credit Rights. Except as listed on **Schedule 16** hereto, Schedule 16 to the Prior Perfection Certificate sets forth all letters of credit and Letter-of-Credit Rights issued in favor of each Company, as beneficiary thereunder, other than in a face amount of $100,000 or less, individually or in the aggregate.

17. Motor Vehicles. Except as listed on **Schedule 17** hereto, Schedule 17 to the Prior Perfection Certificate sets forth all motor vehicles (covered by certificates of title or ownership) owned by each Company with a book value or fair market value in excess of $10,000 individually, and the owner and approximate value of such motor vehicles.

Each Company hereby authorizes the Collateral Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interests granted or to be granted to the Collateral Agent under the Security Agreements. Such financing statements may describe the collateral in the same manner as described in the Security Agreements or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent, including, without limitation, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired."

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned executes this Perfection Certificate as of the date first above written.

[_____]

By:_____
Name:
Title:

[_____]

By:_____
Name:
Title:

[_____]

By: _____
Name:
Title:

[_____]

By:_____
Name:
Title:

[_____]

By:_____
Name:
Title:

SCHEDULE 1(A)

LEGAL NAMES, **ETC.**

Legal Name	Type of Entity	Registered Organization (Yes/No)[1]	Organizational Number[2]	Federal Taxpayer Identification Number[3]	Jurisdiction of Organization

[1] If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

[2] If none, so state.

[3] If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

SCHEDULE 1(B)

PRIOR ORGANIZATIONAL NAMES

Company	Prior Name	Date of Change	Reason for Change

SCHEDULE 1(C)

OTHER NAMES; CHANGES IN CORPORATE IDENTITY

Company	Corporate Name of Entity	Action	Date of Action	Jurisdiction of Formation	List of All Other Names Used During Past Five Years	Explanation

Schedule 2(a)

Chief Executive Offices and Registered Offices

Company	Chief Executive Office Address	Registered Office Address	County or Canton	State, Province or District

Schedule 2(b)

Location of Books and Records

Company	Address	County or Canton	State, Province or District

Schedule 2(c)

Other Places of Business

Company	Address	County or Canton	State, Province or District

Schedule 2(d)

Additional Locations of Equipment and Inventory

Company	Address	County or Canton	State, Province or District

Schedule 2(e)

Locations of Collateral in Possession of Persons Other Than Companies

Company	Name of Entity in Possession of Collateral/Capacity of such Entity	Address/Location of Collateral	County or Canton	State, Province or District

Schedule 4

File Search Reports

Company	Search Report Dated	Prepared by	Jurisdiction

Schedule 5

Copy of Financing Statements To Be Filed

See attached.

Schedule 6

Filings/Filing Offices

Type of Filings*	Entity	Applicable Security Document[1]	Filing Office (or Registers)

* UCC-1 financing statement, fixture filing, mortgage, intellectual property filing or other necessary filing.

1 Mortgage, Security Agreement or other.

Schedule 7

Real Property

Entity of Record	Location Address	Owned or Leased	Landlord/Owner if Leased	Description of Lease Documents

Schedule 10

Stock Ownership and Other Equity Interests

Current Legal Entities Owned	Record Owner	Certificate No.	No. Shares/Interest	Percentage Owned	Percent Pledged

Schedule 11

Instruments and Tangible Chattel Paper

1. Promissory Notes:

Entity	Principal Amount	Date of Issuance	Interest Rate	Maturity Date

2. Chattel Paper:

Schedule 12

Advances

Schedule 13(a)

Patents and Patent Licenses

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(a) (continued)

OTHER PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(b)

Trademarks and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(b) (continued)

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(c)

Copyrights and Copyright Licenses

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER

Applications:

OWNER	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(c) (continued)

OTHER COPYRIGHTS

Registrations:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	TITLE	REGISTRATION NUMBER

Applications:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(d)

Intellectual Property Filings

Schedule 14

Commercial Tort Claims

Schedule 15(a)

Deposit Accounts

OWNER	BANK	ACCOUNT NUMBER	ACCOUNT BALANCE[1]	PAYROLL ACCOUNT (YES/NO)

[1] General ledger balances for accounts are as of August 5, 2011, except for the Clement Pappas and Company, Inc. account with Bank of Montreal which is as of July 31, 2011.

Schedule 15(b)

Securities Accounts and Commodity Accounts

Schedule 16

Letters of Credit and Letter-of-Credit Rights

Schedule 17

Motor Vehicles

EXHIBIT K-1

FORM OF
US SECURITY AGREEMENT

(See Tab 2)

U.S. SECURITY AGREEMENT

By

LASSONDE LUXEMBOURG,

POMONA HOLDINGS, INC.,
and
CLEMENT PAPPAS AND COMPANY, INC. AND ITS

SUBSIDIARIES PARTY HERETO,
as Pledgors,

and

JEFFERIES FINANCE LLC,
as Collateral Agent

Dated as of August __, 2011

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Exhibit 3	Form of Joinder Agreement
Exhibit 4	Form of Securities Account Control Agreement
Exhibit 5	Form of Deposit Account Control Agreement
Exhibit 6	Form of Copyright Security Agreement
Exhibit 7	Form of Patent Security Agreement
Exhibit 8	Form of Trademark Security Agreement

U.S. SECURITY AGREEMENT

U.S. SECURITY AGREEMENT dated as of August __, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), made by Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), and the other guarantors from time to time party hereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

R E C I T A L S:

A. Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, as borrower (the "Borrower"), the Pledgors, the other guarantors from time to time party thereto, the Collateral Agent, Jefferies Finance LLC, as joint lead arranger, joint book manager and administrative agent (in such capacity, the "Administrative Agent"), the lending institutions and other entities from time to time party thereto as lenders (the "Lenders"), Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders and the other Persons party thereto have entered into that certain term loan agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

B. The Pledgors have, pursuant to the Term Loan Agreement, unconditionally guaranteed the Secured Obligations.

C. The Pledgors are Affiliates of the Borrower and will receive substantial benefits from the execution, delivery and performance of the Secured Obligations under the Term Loan Agreement and the other Loan Documents and are, therefore, willing to enter into this Agreement.

D. Each Pledgor is, or as to Collateral acquired by such Pledgor after the date hereof will be, the legal and/or beneficial owner of the Collateral pledged by it hereunder and this Agreement is given by each Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

E. It is a condition to the obligations of the Lenders to make the Loans under the Term Loan Agreement and the Secured Parties to provide the other Secured Obligations under the Loan Documents that each Pledgor executes and delivers the applicable Loan Documents, including this Agreement.

F. The Pledgors (other than LuxCo) are concurrently granting to (a) the Revolving Credit Agent for the benefit of the lenders under the Revolving Credit Agreement and (b) the LuxCo Loan Agent for the benefit of the lender under the LuxCo Loan Agreement, a security interest in the Collateral (it being understood that the relative rights and priorities of the grantees in respect of the Collateral are governed by the Intercreditor Agreement).

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions.

(a) Unless otherwise defined herein or in the Term Loan Agreement, capitalized terms used herein that are defined in the UCC have the meanings assigned to them in the UCC.

(b) Terms used but not otherwise defined herein that are defined in the Term Loan Agreement have the meanings given to them in the Term Loan Agreement. In addition, the following terms shall have the following meanings:

"Additional Pledged Interests" means, collectively, with respect to each Pledgor, (a) all options, warrants, rights, agreements, additional membership, partnership or other Equity Interests of whatever class of any issuer of Initial Pledged Interests or any interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such interests in each such issuer or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests from time to time acquired by such Pledgor in any manner and (b) all membership, partnership or other Equity Interests, as applicable, of each limited liability company, partnership or other entity (other than a corporation) hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements, additional membership, partnership or other Equity Interests of whatever class of such limited liability company, partnership or other entity, together with all rights, privileges, authority and powers of such Pledgor relating to such interests or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests, from time to time acquired by such Pledgor in any manner.

"Additional Pledged Shares" means, collectively, with respect to each Pledgor, (a) all options, warrants, rights, Equity Interests, agreements, additional shares of capital stock of whatever class of any issuer of the Initial Pledged Shares or any other equity interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such interests issued by any such issuer under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such interests, from time to time acquired by such Pledgor in any manner and (b) all the issued and outstanding shares of capital stock of each corporation hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements or additional shares of capital stock of whatever class of such corporation, together with all rights, privileges, authority and powers of such Pledgor relating to such shares or under any Organizational Document of such corporation, and the certificates, instruments and agreements representing such shares and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such shares, from time to time acquired by such Pledgor in any manner.

"Agreement" has the meaning assigned to such term in the preamble hereof.

"Bailee Letter" has the meaning assigned to such term in Section 3.4(i).

"Borrower" has the meaning assigned to such term in the recitals hereof.

"Charges" means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and all claims (including any landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other charges arising by operation of law) against, all or any portion of the Collateral.

"Collateral" has the meaning assigned to such term in Section 2.1.

"Collateral Account" means a collateral account or sub-account established and maintained in accordance with the provisions of Section 9.01 of the Term Loan Agreement and all property from time to time on deposit in the Collateral Account.

"Collateral Agent" has the meaning assigned to such term in the preamble hereof.

"Commercial Motor Vehicles" means motor vehicles used primarily for commercial purposes.

"Commodity Account Control Agreement" means a commodity account control agreement in a form that is reasonably satisfactory to the Collateral Agent.

"Company" has the meaning assigned to such term in the preamble hereof.

"Computer Hardware" means all rights (including rights as licensee and lessee) with respect to (a) computer and other electronic data processing hardware, including all integrated computer systems,

central processing units, memory units, display terminals, computer elements, card readers, tape drives, hard and soft disc drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; and (b) any documentation for hardware, software and firmware described in clause (a), including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes; and all rights with respect thereto, including any and all licenses, options, warrants, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions, new versions or model conversions of any of the foregoing.

"Computer Software" means all rights (including rights as licensee and lessee) with respect to all computer software, software programs and databases designed for use on or in connection with Computer Hardware (including source code, object code and all related applications and data files) and including (a) all operating system software, utilities and application programs in any form; (b) any firmware associated with any of the foregoing; (c) any tangible embodiments of and any documentation for the software, programs, databases and firmware described in clauses (a), and (b) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes; and (d) all rights with respect any of the foregoing, including any and all licenses, options, warrants, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions, new versions or model conversions of any of the foregoing, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing.

"Contracts" means, collectively, with respect to each Pledgor, all contracts, agreements and grants (in each case, whether written or oral, or third party or intercompany), to which such Pledgor is a party, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Control" means (a) in the case of each Deposit Account, "control," as such term is defined in Section 9-104 of the UCC, and (b) in the case of any Security Entitlement, "control," as such term is defined in Section 8-106 of the UCC and (c) in the case of any Commodity Contract, "control," as such term is defined in Section 9-106 of the UCC.

"Control Agreements" means, collectively, the Blocked Account Agreement, the Deposit Account Control Agreement(s), the Securities Account Control Agreement(s) and the Commodity Account Control Agreement(s).

"Copyright Security Agreement" means an agreement substantially in the form of Exhibit 6 hereto.

"Copyrights" means, collectively, all works of authorship (whether or not protected by statutory or common law copyright, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications, together with any and all (a) tangible

embodiments of any of the foregoing, (b) rights and privileges arising under applicable Legal Requirements with respect to the use of such copyrights, (c) reissues, renewals, continuations, modifications, and extensions thereof and derivative works, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Deposit Account Control Agreement" means (a) in the case of the Blocked Account, the Blocked Account Agreement, and (b) in all other cases, an agreement substantially in the form of Exhibit 5 hereto or such other form that is reasonably satisfactory to the Collateral Agent.

"Deposit Accounts" means, collectively, with respect to each Pledgor, (a) all "deposit accounts" as such term is defined in the UCC, the Blocked Account, each Collateral Account and all accounts and sub-accounts relating to any of the foregoing accounts and (b) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (a) of this definition.

"Discharge of Revolving Credit Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Distributions" means, collectively, with respect to each Pledgor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to such Pledgor in respect of or in exchange for any or all of the Pledged Securities or Intercompany Notes.

"Excluded Accounts" means, as to any Pledgor, all Deposit Accounts that are maintained in the ordinary course of business and used exclusively (x) as a payroll account for the employees of such Pledgor (provided that the amount contained in such account shall at no time exceed the total amount of payroll payable to the employees of such Pledgor within the immediately succeeding 30 days), (y) as tax withholding accounts that contain an aggregate amount that does not exceed the aggregate amount required to be withheld for tax purposes by Legal Requirements, or (z) Deposit Accounts holding at all times less than $250,000 in the aggregate.

"Excluded Property" means (a) any lease, permit, license, contract, property rights (including any United States intent-to-use trademark or service mark applications) or agreement to which any Pledgor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Pledgor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, permit, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Legal

Requirement or principles of equity); *provided*, *however*, that "Excluded Property" shall not include any proceeds of such lease, license, contract, property rights or agreement and provided further that such security interest shall attach immediately and automatically at such time as the condition causing such abandonment, breach, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii), (b) any Voting Stock held by any Pledgor (other than LuxCo) in any Foreign Subsidiary in excess of 66% of the total voting power of all outstanding Voting Stock of such Foreign Subsidiary, it being understood that any such Equity Interests constituting "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as Voting Stock for purposes of this definition, or (c) any Excluded Accounts; *provided*, *further*, that at such time as any Excluded Property shall no longer constitute Excluded Property, the assets comprising such Excluded Property shall immediately constitute Collateral and a lien on and security interest in and to all of the right, title and interest of the applicable Pledgor in, to and under such assets shall immediately attach thereto as provided hereunder.

"General Intangibles" means, collectively, with respect to each Pledgor, all "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by such Pledgor and, in any event, shall include (a) all of such Pledgor's rights, title and interest in, to and under all insurance policies and coverages and Contracts, (b) all of such Pledgor's interest in know-how and warranties relating to any of the Collateral or any Mortgaged Property, (c) any and all other rights, claims, choses-in-action and causes of action of such Pledgor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith, (d) all guarantees, endorsements and indemnifications on, or of, any of the Collateral or any Mortgaged Property, (e) all of Pledgor's interest in lists, books, records, correspondence, ledgers, printouts, files (whether in printed form or stored electronically), tapes and other papers or materials containing information relating to any of the Collateral or any Mortgaged Property, including all customer or tenant lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, appraisals, recorded knowledge, surveys, studies, engineering reports, test reports, manuals, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like, field repair data, accounting information pertaining to such Pledgor's operations or any of the Collateral or any Mortgaged Property and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, (f) all licenses, consents, permits, variances, certifications, authorizations and approvals, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held by such Pledgor pertaining to operations now or hereafter conducted by such Pledgor or any of the Collateral or any Mortgaged Property, including building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation, and (g) all rights to reserves, payment intangibles, deferred payments, deposits, refunds, indemnification of claims to the extent the foregoing relate to any Collateral or any Mortgaged Property and claims for tax or other refunds against any Governmental Authority relating to any Collateral or any Mortgaged Property.

"Goodwill" means, collectively, with respect to each Pledgor, the goodwill connected with such Pledgor's business including (a) all goodwill connected with the use of and symbolized by any Intellectual Property Collateral in which such Pledgor has any interest, (b) all product lines of such Pledgor's business and (c) such other assets which relate to such goodwill.

"Holdings" has the meaning assigned to such term in the preamble hereof.

"Initial Pledged Interests" means, with respect to each Pledgor, all membership, partnership or other Equity Interests (other than in a corporation), as applicable, in each issuer described in Schedule 10 to the Perfection Certificate (other than Holdings), together with all rights, privileges, authority and powers of such Pledgor in and to each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interests of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests.

"Initial Pledged Shares" means, collectively, with respect to each Pledgor, the issued and outstanding shares of capital stock in each issuer that is a corporation described in Schedule 10 to the Perfection Certificate (other than Holdings), together with all rights, privileges, authority and powers of such Pledgor relating to such shares of capital stock in each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such shares of capital stock and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to the Initial Pledged Shares.

"Instruments" means, collectively, with respect to each Pledgor, all "instruments," as such term is defined in Article 9, rather than Article 3, of the UCC, and shall include all promissory notes, drafts, bills of exchange or acceptances.

"Intellectual Property Collateral" means, collectively, all (i) Patents, Trademarks, Copyrights, Computer Software and Trade Secrets now owned or hereafter created or acquired by or assigned to such Pledgor, including, without limitation, the Patents, Trademarks (including Internet domain names) and Copyrights that are Registered or listed in Schedule 13 to the Perfection Certificate, (ii) License Agreements to which any Pledgor is now or hereafter becomes a party or beneficiary, including, without limitation, the License Agreements listed in Schedule 13 to the Perfection Certificate and (iii) Goodwill.

"Intercompany Notes" means, with respect to each Pledgor, the Intercompany Subordinated Note, all other intercompany notes listed on Schedule 11 to the Perfection Certificate and any intercompany notes hereafter acquired by such Pledgor and all certificates, instruments or agreements evidencing the Intercompany Note and such other intercompany notes, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Intercreditor Agreement" means the Intercreditor Agreement dated as of the date hereof among the Collateral Agent, the Revolving Credit Agent, the LuxCo Loan Agent and each Pledgor from time to time party thereto.

"Investment Property" means any Security, whether certificated or uncertificated, Security Entitlement, Securities Account, Commodity Contract or Commodity Account, excluding, however, the Securities Collateral.

"Joinder Agreement" means an agreement substantially in the form of Exhibit 3 hereto.

"Lenders" has the meaning assigned to such term in the recitals hereof.

"License Agreements" means, collectively, all agreements, consents, franchises and covenants not to sue relating to the license, development, use or disclosure of any Patent, Trademark, Copyright or Trade Secret, other than (i) agreements relating to off-the-shelf or click through computer programs that are generally available to the public and (ii) non-disclosure agreements, but only to the extent they are entered into for purposes of exploring potential business relationships with third parties and do not include any license or development of intellectual property rights, together with any and all (a) renewals, extensions, supplements and continuations thereof, (b) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (c) rights to sue for past, present or future infringements or violations thereof and (d) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets.

"LuxCo Loan Agent" has the meaning assigned to such term in the Intercreditor Agreement.

"LuxCo Loan Agreement" has the meaning assigned to such term in the Intercreditor Agreement.

"LuxCo Loan Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Patent Security Agreement" means an agreement substantially in the form of Exhibit 7 hereto.

"Patents" means, collectively, all patents, patent applications, utility models and statutory invention registrations (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any patents, (b) inventions and improvements described and charged therein, (c) reissues, divisions, continuations, renewals, extensions, modifications and continuations-in-part thereof, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Perfection Certificate" means the perfection certificate dated as of the date hereof, executed and delivered by each Pledgor party thereto in favor of the Collateral Agent for the benefit of the Secured Parties, and each other Perfection Certificate and any supplement thereto (which shall be in form and substance reasonably acceptable to the Collateral Agent) executed and delivered by the applicable

Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties contemporaneously with the execution and delivery of each Joinder Agreement executed in accordance with Section 3.5, in each case, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time by a Perfection Certificate Supplement or otherwise in accordance with the Term Loan Agreement.

"Pledge Amendment" has the meaning assigned to such term in Section 5.1.

"Pledged Interests" means, collectively, the Initial Pledged Interests and the Additional Pledged Interests.

"Pledged Securities" means, collectively, the Pledged Interests, the Pledged Shares and the Successor Interests.

"Pledged Shares" means, collectively, the Initial Pledged Shares and the Additional Pledged Shares.

"Pledgor" has the meaning assigned to such term in the preamble hereof.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

"Revolving Credit Agent" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Agreement" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Documents" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Secured Obligations" has the meaning assigned to such term in the Term Loan Agreement.

"Secured Parties" has the meaning assigned to such term in the Term Loan Agreement.

"Securities Account Control Agreement" means an agreement substantially in the form of Exhibit 4 hereto or such other form that is reasonably satisfactory to the Collateral Agent.

"Securities Collateral" means, collectively, the Pledged Securities, the Intercompany Notes and the Distributions.

"Successor Interests" means, collectively, with respect to each Pledgor, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company, partnership or other entity owned by such Pledgor (unless such successor is such Pledgor itself)

formed by or resulting from any consolidation or merger in which any Person listed in Schedule 1(a) to the Perfection Certificate is not the surviving entity.

"Term Loan Agreement" has the meaning assigned to such term in the recitals hereof.

"Trade Secrets" means, collectively, (a) all know-how, trade secrets and confidential or proprietary information, including customer and supplier lists, proprietary information, inventions, methods, plans, policies, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, pricing and cost information and business and marketing plans and proposals, (b) all registrations and applications for registrations for any of the foregoing, (c) all tangible embodiments of any of the foregoing, (d) the right to limit the use or disclosure of any of the foregoing by any Person, (e) all rights and privileges arising under applicable Legal Requirements with respect to the use of any such information, (f) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements or misappropriations thereof, (g) rights corresponding thereto throughout the world and (h) rights to sue for past, present or future infringements thereof.

"Trademark Security Agreement" means an agreement substantially in the form of Exhibit 8 hereto.

"Trademarks" means, collectively, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any trademarks, (b) goodwill associated therewith or symbolized thereby, (c) reissues, continuations, extensions and renewals thereof, (d) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Transferable Record" has the meaning assigned to that term in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; *provided, however*, that if by reason of mandatory provisions of applicable Legal Requirements, any or all of the attachment, perfection or priority of the Collateral Agent's and the other Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof

relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

SECTION 1.2 Interpretation. The rules of interpretation specified in the Term Loan Agreement (including Section 1.03 thereof) shall be applicable to this Agreement.

SECTION 1.3 Resolution of Drafting Ambiguities. Each Pledgor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Collateral Agent) shall not be employed in the interpretation hereof.

SECTION 1.4 Perfection Certificate. Each of the Persons from time to time party hereto agrees that the Perfection Certificate and all descriptions of Collateral, schedules, amendments and supplements thereto are and shall at all times remain a part of this Agreement.

ARTICLE II

GRANT OF SECURITY AND SECURED OBLIGATIONS

SECTION 2.1 Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

(a) all Accounts;

(b) all cash and Cash Equivalents;

(c) all Chattel Paper;

(d) all Collateral Accounts;

(e) all Commercial Tort Claims, including those described on Schedule 14 to the Perfection Certificate;

(f) all Computer Hardware;

(g) all Deposit Accounts;

(h) all Documents;

(i) all Equipment (including Commercial Motor Vehicles) and Fixtures;

(j) all General Intangibles;

(k) all Goods;

(l) all Instruments;

(m) all Intellectual Property Collateral;

(n) all Inventory;

(o) all Investment Property;

(p) all Letters of Credit and Letter-of-Credit Rights (whether or not the Letter of Credit is evidenced by a writing);

(q) all Securities Collateral;

(r) all Supporting Obligations;

(s) all books and records pertaining to the Collateral;

(t) to the extent not covered by clauses (a) through (s) of this sentence, all choses in action and all other personal property of such Pledgor, whether tangible or intangible; and

(u) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (u) above or in any other provision of any Loan Document, (x) the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property (but shall include the Proceeds and products of Excluded Property and each other item set forth in clause (u) above with respect to Excluded Property, in each case, to the extent that such Proceeds, products and other items do not themselves constitute Excluded Property) and (y) except as permitted pursuant to the Term Loan Agreement, from and after the Closing Date, no Pledgor shall permit to become effective in any document creating, governing or providing for any permit, lease or license, a provision that would prohibit the creation of a Lien on such permit, lease or license in favor of the Collateral Agent.

SECTION 2.2 Filings.

(a) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file or record in any relevant jurisdiction any initial financing statements (including fixture filings), continuation statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement, continuation

statement or amendment relating to the Collateral, including (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor, and (ii) in the case of a financing statement filed as a fixture filing or a transmitting utility filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. Each Pledgor agrees to provide all information described in the immediately preceding sentence to the Collateral Agent promptly upon request. Such financing statements may describe the Collateral in the same manner as described herein or may contain a description of Collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection or priority of the security interest in the collateral granted to the Collateral Agent in connection herewith, including, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired" (regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC).

(b) Each Pledgor hereby ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto relating to the Collateral if filed prior to the date hereof.

(c) Each Pledgor hereby further authorizes the Collateral Agent to file and/or record with the United States Patent and Trademark Office, the United States Copyright Office, any applicable successor office and any other similar office or Governmental Authority in any other country, as applicable, this Agreement, the Copyright Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, and any other documents determined by the Collateral Agent in its sole discretion to be necessary, advisable or prudent for the purpose of recording, perfecting, confirming, continuing, enforcing or protecting the pledge and security interest or the priority thereof granted by such Pledgor hereunder, with or without the signature of such Pledgor, and naming such Pledgor, as debtor, and the Collateral Agent, as secured party.

SECTION 2.3 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder (including under Article IX hereof) are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 2.4 Possession or Control of Collateral. Notwithstanding anything herein to the contrary, prior to the Discharge of Revolving Credit Obligations for so long as the Intercreditor Agreement and Revolving Credit Documents shall require the delivery of possession or control to the Revolving Credit Agent of any Collateral, any covenant hereunder requiring (or any representation or warranty hereunder to the extent that it would have the effect of requiring) the delivery of possession or control to the Collateral Agent of such Collateral shall be deemed to have been satisfied (or, in the case of any representation and warranty, shall be deemed to be true) if, prior to the Discharge of Revolving Credit

Obligations, such possession or control shall have been delivered to the Revolving Credit Agent to secure the Revolving Credit Obligations, as provided in the Intercreditor Agreement.

ARTICLE III

PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES; USE OF PLEDGED COLLATERAL

SECTION 3.1 Delivery of Certificated Securities Collateral. Each Pledgor represents and warrants that all certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Collateral Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that the Collateral Agent has a valid and enforceable perfected first priority security interest therein and in the Securities Collateral and, with respect to any certificates delivered to the Collateral Agent representing or evidencing the Securities Collateral, such Pledgor shall take, and shall cause the issuer to take, such action as the Collateral Agent deems to be necessary, advisable or prudent to ensure that such certificates shall constitute Securities (as defined in Article 8 of the UCC). Each Pledgor hereby agrees that all certificates, agreements or instruments representing or evidencing Securities Collateral acquired by such Pledgor after the date hereof shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion) upon receipt thereof by such Pledgor be delivered to and held by or on behalf of the Collateral Agent pursuant hereto and such Pledgor shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion) upon receipt thereof take, and shall cause the issuer to take, such action as the Collateral Agent deems to be necessary, advisable or prudent to ensure that such certificates shall constitute Securities (as defined in Article 8 of the UCC). All certificated Securities Collateral shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent. The Collateral Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder. In addition, the Collateral Agent shall have the right, at any time, to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations.

SECTION 3.2 Perfection of Uncertificated Securities Collateral. Each Pledgor represents and warrants that the Collateral Agent has a valid and enforceable perfected first priority security interest in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof. Each Pledgor shall ensure that the issuer of any membership, partnership or other Equity Interests constituting uncertificated Pledged Securities does not issue any certificate representing such interest or take any step to 'opt in' or have such uncertificated Pledged Securities treated as "securities" within the meaning of Section 8-102(a)(15) of the UCC without the prior written consent of the Collateral Agent.

Each Pledgor hereby agrees that if any issuer of Pledged Securities is organized in a jurisdiction that does not permit the use of certificates to evidence equity ownership or any of the Pledged Securities are at any time not evidenced by certificates of ownership, then each applicable Pledgor shall, if the Collateral Agent deems it necessary, advisable or prudent to perfect a first priority security interest in such Pledged Securities, (i) cause such pledge to be recorded on the equityholder register or the books of the issuer, (ii) cause the issuer to execute and deliver to the Collateral Agent an acknowledgment of the pledge of such Pledged Securities substantially in the form of Exhibit 1 hereto or such other form reasonably acceptable to the Collateral Agent, execute any customary pledge forms or other documents that the Collateral Agent deems to be necessary, advisable or prudent to complete the pledge and give the Collateral Agent the right to transfer such Pledged Securities under the terms hereof and, upon the Collateral Agent's request, provide to the Collateral Agent an opinion of counsel, in form and substance reasonably satisfactory to the Collateral Agent, confirming such pledge and perfection thereof and (iii) cause such Pledged Securities to become certificated and delivered to the Collateral Agent in accordance with the provisions of Section 3.1.

SECTION 3.3 Financing Statements and Other Filings; Maintenance of Perfected Security Interest. Each Pledgor represents and warrants that the only filings, registrations and recordings necessary to perfect the security interest granted by each Pledgor to the Collateral Agent in respect of the Collateral are listed on Schedule 1 hereto. All such filings, registrations and recordings have been delivered to the Collateral Agent in completed and, to the extent necessary, advisable or prudent, duly executed form for filing in each applicable governmental, municipal or other office specified in Schedule 1 hereto. Each Pledgor agrees that at the sole cost and expense of the Pledgors, (i) such Pledgor will maintain the security interest created by this Agreement in the Collateral as a valid and enforceable perfected first priority security interest (subject to Permitted Liens) and shall defend such security interest against the claims and demands of all Persons, (ii) such Pledgor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the written request of the Collateral Agent, such Pledgor shall promptly (and in any event within three Business Days) and duly execute and deliver, and file and have recorded, such further instruments and documents and take such further action as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted, including the filing of any financing statements and amendments thereof, continuation statements and other documents (including this Agreement) under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby and the execution and delivery of Control Agreements, all in form reasonably satisfactory to the Collateral Agent and in such offices (including the United States Patent and Trademark Office and the United States Copyright Office) wherever required by or applicable under applicable Legal Requirements to perfect (to the extent a security interest in such Collateral may be so perfected under applicable Legal Requirements), continue and maintain a valid, enforceable, first priority security interest (subject to Permitted Liens) in the Collateral as provided herein and to preserve the other rights and interests granted to the Collateral Agent hereunder, as against third parties, with respect to the Collateral.

SECTION 3.4 Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Collateral, each Pledgor represents and warrants and covenants as follows, in each case at such Pledgor's own expense, to take the following actions with respect to the following Collateral:

(a) Instruments and Tangible Chattel Paper. As of the date hereof, each Pledgor hereby represents and warrants that (i) no amounts individually in excess of $100,000 or in the aggregate in excess of $500,000 payable under or in connection with any of the Collateral are evidenced by any Instrument or Tangible Chattel Paper other than such Instruments and Tangible Chattel Paper listed on Schedule 11 to the Perfection Certificate, (ii) the Intercompany Note has been properly assigned and delivered to the Collateral Agent, accompanied by an endorsement to the Intercompany Note in the form attached thereto duly executed in blank by each Pledgor and (iii) each such Instrument and each such item of Tangible Chattel Paper individually in excess of $100,000 or in the aggregate in excess of $500,000 has been properly endorsed, assigned and delivered to the Collateral Agent, accompanied by instruments of transfer or assignment duly executed in blank. If any amount individually in excess of $100,000 or in the aggregate in excess of $500,000 then payable under or in connection with any of the Collateral shall be evidenced by any Instrument or Tangible Chattel Paper, the Pledgor acquiring such Instrument or Tangible Chattel Paper shall promptly and in any event within three Business Days (or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion), endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) Deposit Accounts. Each Pledgor hereby represents and warrants that (i) as of the date hereof, such Pledgor has neither opened nor maintains any Deposit Accounts other than the accounts listed in Schedule 15 to the Perfection Certificate, (ii) such Pledgor and each applicable Bank has executed and delivered a Control Agreement substantially in the form set forth in Exhibit 5 hereto or such other form that is reasonably satisfactory to the Collateral Agent with respect to each Deposit Account of such Pledgor listed on Schedule 15 to the Perfection Certificate other than Excluded Accounts, and (iii) the Collateral Agent has a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in each such Deposit Account by Control. No Pledgor shall hereafter establish and maintain any Deposit Account with respect to which such Pledgor is required to enter into a Control Agreement hereunder or under the Term Loan Agreement unless (A) the applicable Pledgor shall have given the Collateral Agent prior written notice of its intention to establish such new Deposit Account with a Bank, (B) such Bank shall be reasonably acceptable to the Collateral Agent and (C) such Bank and such Pledgor shall have duly executed and delivered to the Collateral Agent a Deposit Account Control Agreement (or an amendment to an existing Deposit Account Control Agreement) with respect to such Deposit Account. The provisions of this Section 3.4(b) shall not apply to (x) any Excluded Accounts. No Pledgor has granted or shall grant Control of any Deposit Account to any Person other than joint Control to the Collateral Agent to secure the Secured Obligations and the LuxCo Loan Agent to secure the LuxCo Loan Obligations and, prior to the Discharge of Revolving Credit Obligations, the Revolving Credit Agent to secure the Revolving Credit Obligations.

(c) Securities Accounts; Commodity Accounts. Each Pledgor hereby represents and warrants that (i) as of the date hereof, it has neither opened nor maintains any Securities Accounts or Commodity Accounts other than those listed in Schedule 15 to the Perfection Certificate, (ii) such Pledgor and each applicable Securities Intermediary or Commodity Intermediary has executed and delivered a Securities Account Control Agreement or Commodity Account Control Agreement, as applicable, for each Securities Account or Commodity Account of such Pledgor listed in Schedule 15 to the Perfection Certificate, (iii) the Collateral Agent has a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in each such Securities Account and Commodity Account by Control, and (iv) it does not hold, own or have any interest in any certificated securities or uncertificated securities other than those constituting Pledged Securities and those maintained in Securities Accounts or Commodity Accounts listed in Schedule 15 of the Perfection Certificate or in respect of which the Collateral Agent has Control.

(d) Investment Property. If any Pledgor shall at any time acquire any certificated securities constituting Investment Property, such Pledgor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), (i) endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent or (ii) deliver such securities into a Securities Account with respect to which a Securities Account Control Agreement is in effect in favor of the Collateral Agent. If any securities now or hereafter acquired by any Pledgor constituting Investment Property are uncertificated and are issued to such Pledgor or its nominee directly by the issuer thereof, such Pledgor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), notify the Collateral Agent thereof and pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with Entitlement Orders or other instructions from the Collateral Agent as to such securities, without further consent of any Pledgor or such nominee, (ii) cause a Security Entitlement with respect to such uncertificated security to be held in a Securities Account with respect to which the Collateral Agent has Control or (iii) arrange for the Collateral Agent to become the registered owner of the securities. The Pledgors shall not hereafter establish and maintain any Securities Account or Commodity Account with any Securities Intermediary or Commodity Intermediary unless (1) the applicable Pledgor shall have given the Collateral Agent at least 30 days' (or such shorter period as may be agreed to in writing by the Collateral Agent in its sole discretion) prior written notice of its intention to establish such new Securities Account or Commodity Account with such Securities Intermediary or Commodity Intermediary, (2) such Securities Intermediary or Commodity Intermediary shall be reasonably acceptable to the Collateral Agent and (3) such Securities Intermediary or Commodity Intermediary, as the case may be, and such Pledgor shall have duly executed and delivered a Control Agreement with respect to such Securities Account or Commodity Account, as the case may be. The Collateral Agent shall not give any Entitlement Orders or instructions or directions to any issuer of uncertificated securities, Securities Intermediary or Commodity Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Pledgor, unless an Event of Default

has occurred and is continuing or, after giving effect to any such withdrawal or dealing rights, would occur. No Pledgor shall grant Control over any Investment Property to any Person other than the Collateral Agent, the LuxCo Loan Agent and, prior to the Discharge of Revolving Credit Obligations, the Revolving Credit Agent, in each case to the extent permitted under the Intercreditor Agreement, and each Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent if any issuer of Pledged Interests takes any action to have any Pledged Interests issued by it treated as Securities under Article 8 of the UCC and such Pledgor shall take all steps deemed necessary, advisable or prudent by the Collateral Agent in order to grant Control of such Pledged Interests in favor of the Collateral Agent. As between the Collateral Agent and the Pledgors, the Pledgors shall bear the investment risk with respect to the Investment Property and Pledged Securities, and the risk of loss of, damage to, or the destruction of the Investment Property and Pledged Securities, whether in the possession of, or maintained as a security entitlement or deposit by, or subject to the control of, the Collateral Agent, the LuxCo Loan Agent, the Revolving Credit Agent, a Securities Intermediary, Commodity Intermediary, any Pledgor or any other Person; *provided, however*, that nothing contained in this Section 3.4(d) shall release or relieve any Securities Intermediary or Commodity Intermediary of its duties and obligations to the Pledgors or any other Person under any Control Agreement or under applicable Legal Requirements. Each Pledgor shall promptly pay all Charges and fees of whatever kind or nature with respect to the Investment Property and Pledged Securities pledged by it under this Agreement. In the event any Pledgor shall fail to make such payment contemplated in the immediately preceding sentence, the Collateral Agent may do so for the account of such Pledgor and the Pledgors shall promptly reimburse and indemnify the Collateral Agent in accordance with Section 11.03 of the Term Loan Agreement from all costs and expenses incurred by the Collateral Agent under this Section 3.4(d).

(e) Electronic Chattel Paper and Transferable Records. If any amount, individually in excess of $100,000 or in the aggregate in excess of $500,000 payable under or in connection with any of the Collateral is evidenced by any Electronic Chattel Paper or any Transferable Record, the Pledgor acquiring such Electronic Chattel Paper or Transferable Record shall promptly and in any event within 5 days of the acquisition thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent thereof and shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under Section 9-105 of the UCC of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such Transferable Record. The Collateral Agent agrees with such Pledgor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Pledgor to make alterations to the Electronic Chattel Paper or Transferable Record permitted under Section 9-105 of the UCC or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after giving effect to any such alterations.

(f) Letter-of-Credit Rights. If any Pledgor is at any time a beneficiary under a Letter of Credit now or hereafter issued in favor of such Pledgor, other than a Letter of Credit issued pursuant to the Term Loan Agreement, in the face amount in excess of $100,000 individually or $500,000 in the aggregate, such Pledgor shall promptly and in any event within three Business Days of becoming a beneficiary thereunder (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent thereof and such Pledgor shall, at the request of the Collateral Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer or other nominated Person of such Letter of Credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the Letter of Credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such Letter of Credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the Letter of Credit are to be applied as provided in the Term Loan Agreement.

(g) Commercial Tort Claims. As of the date hereof, each Pledgor hereby represents and warrants that it holds no Commercial Tort Claims having a book value or a fair market value, individually or in the aggregate, for all such Commercial Tort Claims in excess of $100,000 other than those listed in Schedule 14 to the Perfection Certificate. If any Pledgor shall at any time hold or acquire a Commercial Tort Claim having a book value or a fair market value, individually or in the aggregate, in excess of $100,000, such Pledgor shall promptly and in any event within three Business Days of acquiring such Commercial Tort Claim (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent in writing signed by such Pledgor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

(h) Motor Vehicles Upon the request of the Collateral Agent at any time after an Event of Default has occurred and is continuing, each Pledgor shall deliver to the Collateral Agent originals of the certificates of title or ownership for the Commercial Motor Vehicles with a book value or a fair market value in excess of $10,000 (and any other Equipment covered by certificates of title or ownership) owned by it with the Collateral Agent listed as secured party therein.

(i) Collateral in the Possession of a Third Party. If any Equipment or Inventory is in possession or control of any third party, including any warehouseman, landlord, lessor, bailee or agent, the Pledgors shall notify the Collateral Agent thereof and notify the third party of the Collateral Agent's security interest therein and use best efforts to obtain an acknowledgment (a "Bailee Letter") in form reasonably satisfactory to Collateral Agent from such third party that (i) it is holding the Equipment and Inventory for the benefit of the Collateral Agent, (ii) waiving all right, title and interest in such Equipment and/or Inventory, and (iii) such party will comply with instructions from the Collateral Agent with respect to such Collateral, without further consent of any Pledgors.

SECTION 3.5 Joinder of Additional Pledgors. The Pledgors shall cause each Subsidiary of Holdings which, from time to time, after the date hereof shall be required to pledge any assets to the

Collateral Agent for the benefit of the Secured Parties pursuant to the Term Loan Agreement, to execute and deliver to the Collateral Agent (i) a Joinder Agreement substantially in the form of Exhibit 3 hereto, (ii) a Perfection Certificate, in each case, within 30 Business Days after the date on which it was acquired or created (or such later date as may be agreed by the Collateral Agent in its sole discretion) and (iii) such other documentation as the Collateral Agent shall reasonably requested, and upon such execution and delivery, such Subsidiary shall constitute a "Pledgor" for all purposes hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of such Joinder Agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of, or failure to add, any new Pledgor as a party to this Agreement or any other Loan Document.

SECTION 3.6 Supplements; Further Assurances. Each Pledgor shall take such further actions, and execute and deliver to the Collateral Agent such additional assignments, agreements, supplements, powers and instruments, as the Collateral Agent may deem necessary, advisable or prudent, wherever required by applicable Legal Requirements, in order to perfect, preserve and protect the security interest and the priority thereof in the Collateral as provided herein and the rights and interests granted to the Collateral Agent hereunder, to carry into effect the purposes hereof or better to assure and confirm unto the Collateral Agent the Collateral or permit the Collateral Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Pledgor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Collateral Agent from time to time upon reasonable request such lists, descriptions and designations of the Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Collateral Agent shall reasonably request. If an Event of Default has occurred and is continuing, the Collateral Agent may institute and maintain, in its own name or in the name of any Pledgor, such suits and proceedings as the Collateral Agent may be advised by counsel shall be necessary, advisable or prudent to prevent any impairment of the security interest in the Collateral or the perfection or priority thereof. If (x) an Event of Default has occurred and is continuing or (y) a landlord of any Pledgor shall provide notice of default under or termination of any lease to which a Pledgor is a party such Pledgor shall use commercially reasonable efforts to cause such landlord to agree (in a writing addressed to the Collateral Agent) to extend the time period provided by such landlord for the removal of Collateral from the leased premises for a period, and otherwise on terms and conditions, reasonably satisfactory to the Collateral Agent; provided that, in connection therewith, no Pledgor shall agree, directly or indirectly, with any landlord to abandon any Collateral or waive or limit such Pledgor's rights in any Collateral. All of the foregoing shall be at the sole cost and expense of the Pledgors and shall be paid in accordance with Section 11.03 of the Term Loan Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Pledgor represents, warrants and covenants as follows (it being acknowledged and agreed that each reference in the representations and warranties of this Article IV to a Schedule of the Perfection Certificate, shall be taken as a reference to such Schedule as contained in the most recently updated or supplemented Perfection Certificate in effect at the time such representation and warranty is made):

SECTION 4.1 Title. Except for the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and Permitted Liens, such Pledgor owns (or either owns or has a license to, in the case of Intellectual Property Collateral) and, as to Collateral acquired by it from time to time after the date hereof, will own (or either own or have a License to, in the case of Intellectual Property Collateral) the rights in each item of Collateral pledged by it hereunder free and clear of any and all Liens or claims of others. Such Pledgor has not filed, nor authorized any third party to file a financing statement or other public notice with respect to all or any part of the Collateral on file or of record in any public office, except such as have been filed in favor of the Collateral Agent pursuant to this Agreement, filed in favor of the holder of a Permitted Lien, permitted by the Term Loan Agreement or financing statements or public notices relating to the termination statements listed on Schedule 9(a) to the Perfection Certificate. No Person other than the Collateral Agent, the LuxCo Collateral Agent and, prior to the Discharge of Revolving Credit Obligations to the extent permitted under the Intercreditor Agreement, the Revolving Credit Agent, has, or will have, control or possession of all or any part of the Collateral, except to the extent not prohibited by the Loan Documents.

SECTION 4.2 Validity of Security Interest. The security interest in and Lien on the Collateral granted to the Collateral Agent for the benefit of the Secured Parties hereunder constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, and (b) (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, subject to the filings and other actions described in Schedule 1 hereto, a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in all such Collateral to the extent required by this Agreement and (ii) with respect to certificated Securities Collateral, Instruments, Tangible Chattel Paper, Deposit Accounts, Securities Accounts, Commodities Accounts, certificated Investment Property, Electronic Chattel Paper, Transferable Records and Letter-of-Credit Rights, subject to the deliveries contemplated pursuant to Section 3.1 and Section 3.4 and the filings contemplated pursuant to Section 3.3, a valid and enforceable perfected first priority security interest (with respect to the perfected first priority security interest contemplated by Section 3.3, subject to Permitted Liens) in all such Collateral to the extent required by this Agreement. The security interest and Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement in and on the Collateral will at all times constitute a valid and enforceable perfected, continuing first priority security interest therein to the extent required by this Agreement, subject only to clause (b) of the preceding sentence and Permitted Liens.

SECTION 4.3 Pledgor Defense of Claims; Transferability of Collateral. Each Pledgor shall, at its own cost and expense, defend title to the Collateral pledged by it hereunder and the security interest therein granted to the Collateral Agent and the priority thereof required hereunder against all claims and demands of all Persons, at its own cost and expense, at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party. There is no agreement that restricts the transferability of any material portion of the Collateral or impairs or conflicts with such Pledgor's obligations or the rights of the Collateral Agent hereunder, and no Pledgor shall enter into any such agreement or take any other action that would have any such effect.

SECTION 4.4 Other Financing Statements. No Pledgor has filed, nor authorized any third party to file (nor will there be) any valid or effective financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral other than financing statements and other statements and instruments filed in favor of the Collateral Agent, or relating to Permitted Liens, or as otherwise permitted by the Term Loan Agreement or financing statements or public notices relating to the termination statements listed on Schedule 9(a) to the Perfection Certificate. Prior to the Termination Date, no Pledgor shall execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) relating to any Collateral, except financing statements and other statements and instruments filed or to be filed in respect of and covering the security interests granted by such Pledgor in favor of the Collateral Agent, or any holder of Permitted Liens, or as otherwise permitted by the Term Loan Agreement.

SECTION 4.5 Chief Executive Office; Change of Name; Jurisdiction of Organization, etc. The exact legal name, jurisdiction of organization, organizational identification number and tax identification number, if any, of each Pledgor is set forth on Schedule 1(a) to the Perfection Certificate, and the chief executive office of each Pledgor is set forth on Schedule 2(a) to the Perfection Certificate. Each Pledgor shall comply with the provisions of Section 5.13 of the Term Loan Agreement. If such Pledgor does not have an organizational identification number or tax identification number and later obtains one, such Pledgor shall within three Business Days notify the Collateral Agent of such organizational identification number or tax identification number, as the case may be. If any Pledgor fails to provide information to the Collateral Agent about such changes on a timely basis, the Collateral Agent shall not be liable or responsible to any party for any failure to maintain a valid, enforceable, and perfected security interest with the priority required hereunder in such Pledgor's property constituting Collateral, for which the Collateral Agent needed to have information relating to such changes. The Collateral Agent shall have no duty to inquire about such changes if any Pledgor does not inform the Collateral Agent of such changes, the parties acknowledging and agreeing that it would not be feasible or practical for the Collateral Agent to search for information on such changes if such information is not provided by any Pledgor.

SECTION 4.6 Location of Inventory and Equipment. As of the date hereof, all Equipment and Inventory of such Pledgor is located at the chief executive office or such other location listed in Schedule 2(d) to the Perfection Certificate. Such Pledgor will (a) provide the Collateral Agent with not

less than 10 Business Days' prior written notice of its intention to move any Equipment or Inventory from such location to another location, and will provide the Collateral Agent with such other information in connection with such location as the Collateral Agent may reasonably request for purposes of maintaining the perfection and priority of the security interest of the Collateral Agent in such Equipment and Inventory and (b) take all other actions reasonably requested by the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent in such Equipment and Inventory for the benefit of the Secured Parties.

SECTION 4.7 Corporate Names; Prior Transactions. Such Pledgor has not, during the past five years, been known by or used any other corporate or fictitious name or been party to any merger or consolidation, or acquired all or substantially all of the assets of any Person, in each case other than as set forth in Schedules 1(b) and 1(c) to the Perfection Certificate.

SECTION 4.8 Due Authorization and Issuance. All of the Initial Pledged Shares have been, and to the extent any Pledged Shares are hereafter issued, such Pledged Shares will be, upon such issuance, duly authorized, validly issued and fully paid and non-assessable. All of the Initial Pledged Interests have been fully paid for, and there is no amount or other obligation owing by any Pledgor to any issuer of the Initial Pledged Interests in exchange for or in connection with the issuance of the Initial Pledged Interests or any Pledgor's status as a partner or a member of any issuer of the Initial Pledged Interests.

SECTION 4.9 Consents, etc. No consent of any party (including, without limitation, equity holders or creditors of such Pledgor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required (a) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or (b) for the exercise by the Collateral Agent of the remedies in respect of the Collateral pursuant to this Agreement. If the Collateral Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the request of the Collateral Agent, each Pledgor agrees to use its best efforts to assist and aid the Collateral Agent to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

SECTION 4.10 Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party, including the Perfection Certificate and the schedules thereto, in connection with this Agreement, in each case, relating to the Collateral, is accurate and complete in all material respects.

SECTION 4.11 Intellectual Property. Except as set forth on Schedules 3.06(a), 3.06(c) or 3.06(e) to the Term Loan Agreement:

(a) To the knowledge of the Pledgors, the operation of such Pledgor's business as currently conducted or as contemplated to be conducted and the use of the Intellectual Property Collateral in

connection therewith does not infringe, misappropriate, or dilute the intellectual property rights of any third party.

(b) Such Pledgor is licensed to use or is the exclusive owner of all right, title and interest in and to the Intellectual Property Collateral that is material to its business, and is entitled to use such Intellectual Property Collateral subject only to the terms of the License Agreements.

(c) The Intellectual Property Collateral set forth on Schedule 13 to the Perfection Certificate includes all of the following that are owned by such Pledgor (or in the case of License Agreements, to which such Pledgor is a party) as of the date hereof. Patents that are Registered, Trademarks that are Registered, Copyrights that are Registered and License Agreements.

(d) The registered Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of such Pledgor's knowledge, is valid and enforceable.

(e) Such Pledgor has made or performed all filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest in each and every item of Registered Intellectual Property Collateral in full force and effect throughout the world, and to protect and maintain its interest therein including, without limitation, recordations of any of its interests in the Patents and Trademarks that are Registered with the United States Patent and Trademark Office and in corresponding national and international patent and trademark offices, and recordation of any of its interests in the Copyrights that are Registered with the United States Copyright Office and in corresponding national and international copyright offices.

(f) To Pledgor's knowledge, no claim, action, suit, investigation, litigation or proceeding has been instituted or is pending or has been asserted or threatened against such Pledgor (i) based upon or challenging or seeking to deny or restrict the Pledgor's rights in or use of any of the Intellectual Property Collateral, (ii) alleging that the Pledgor's rights in or use of the Intellectual Property Collateral or that any services provided by, processes used by, or products manufactured or sold by, such Pledgor infringe, misappropriate, or dilute any patent, trademark, copyright or any other proprietary right of any third party, or (iii) alleging that the Intellectual Property Collateral is being licensed or sublicensed in violation or contravention of the terms of any license or other agreement. To Pledgor's knowledge, no Person is engaging in any activity that infringes, misappropriates, or dilutes or otherwise violates the Intellectual Property Collateral or the Pledgor's rights in or use thereof. Except as set forth on Schedule 13 to the Perfection Certificate, such Pledgor has not granted in writing any license, release, covenant not to sue, non-assertion assurance, or other right to any Person with respect to any part of the Intellectual Property Collateral. The consummation of the transactions contemplated by the Loan Documents will not result in the alteration or impairment of any of the Intellectual Property Collateral.

(g) With respect to each License Agreement: (i) such License Agreement is valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof; (ii) such License Agreement will not cease to be valid

and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under such License Agreement or otherwise give any party thereto a right to terminate such License Agreement; (iii) such Pledgor has not received any notice of termination or cancellation under such License Agreement; (iv) such Pledgor has not received any notice of a material breach or default under such License Agreement, which breach or default has not been cured; (v) such Pledgor has not granted to any other third party any rights, adverse or otherwise, under such License Agreement other than as permitted by the terms of such License Agreement; and (vi) neither such Pledgor nor to the knowledge of such Pledgor any other party to such License Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a material breach or default or permit termination, modification or acceleration under such License Agreement.

(h) To the best of such Pledgor's knowledge, (i) none of the Trade Secrets of such Pledgor has been used, divulged, disclosed or appropriated to the detriment of such Pledgor for the benefit of any other Person other than such Pledgor; (ii) no employee, independent contractor or agent of such Pledgor has misappropriated any trade secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Pledgor; and (iii) no employee, independent contractor or agent of such Pledgor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of such Pledgor's Intellectual Property Collateral.

(i) No Pledgor or Intellectual Property Collateral is subject to any outstanding written consent, settlement, agreement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral or that would impair the validity or enforceability of such Intellectual Property Collateral.

SECTION 4.12 Insurance. The Pledgors shall take all actions necessary to obtain and maintain such insurance as is required pursuant to the Term Loan Agreement. In the event that the proceeds of any insurance claim are paid after the Collateral Agent has exercised its right to foreclose after an Event of Default, such Net Cash Proceeds shall be paid to the Collateral Agent to satisfy any deficiency remaining after such foreclosure. The Collateral Agent shall retain its interest in the insurance policies and coverages required to be maintained pursuant to the Term Loan Agreement during any redemption period.

SECTION 4.13 Payment of Taxes; Compliance with Legal Requirements; Contesting Liens; Charges. Each Pledgor may at its own expense contest the validity, amount or applicability of any Charges so long as the contest thereof shall be conducted in accordance with, and not prohibited pursuant to the provisions of, the Term Loan Agreement. Notwithstanding the foregoing sentence, (a) no contest of any such obligation may be pursued by such Pledgor if such contest could reasonably be expected to expose the Collateral Agent or any other Secured Party to (i) any possible criminal liability or (ii) any

additional civil liability for failure to comply with such obligations unless such Pledgor shall have furnished a bond or other security therefor satisfactory to the Collateral Agent, or such Secured Party, as the case may be, and (b) if at any time payment or performance of any obligation contested by such Pledgor pursuant to this Section 4.13 shall become reasonably necessary to prevent the imposition of remedies because of non-payment, such Pledgor shall pay or perform the same in sufficient time to prevent the imposition of remedies in respect of such default or prospective default.

SECTION 4.14 Books and Records; Other Information. Such Pledgor shall, at any and all times, within a reasonable time after written request by the Collateral Agent, furnish or cause to be furnished to the Collateral Agent, in such manner and in such detail as may be reasonably requested by the Collateral Agent, additional information with respect to the Collateral. If a Default occurs and is continuing, the Collateral Agent shall have the right, but not the obligation, to access any Mortgaged Property to undertake any Response that the Collateral Agent in its sole discretion deems appropriate at the cost and expense of the Pledgors.

SECTION 4.14 Term Loan Agreement Covenants

Each Pledgor covenants and agrees with the Collateral Agent for the benefit of the Secured Parties that, from and after the date of this Agreement until the earlier to occur of the date upon which the Obligations then due and owing shall have been paid in full and the Commitments shall have terminated that the Borrower agrees and covenants to cause such Pledgor to do, and to not do each of the things set forth in the Term Loan Agreement that the Borrower agrees and covenants to cause such Pledgor not to do, in each case, fully as through such Pledgor was a party thereto, and such agreements and covenants are incorporated herein by this reference, *mutatis mutandis*.

ARTICLE V

CERTAIN PROVISIONS CONCERNING SECURITIES COLLATERAL

SECTION 5.1 Pledge of Additional Securities Collateral. Each Pledgor shall, upon obtaining any Pledged Securities or Intercompany Notes of any Person, accept the same in trust for the benefit of the Collateral Agent and promptly, and in any event within three Business Days thereafter (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), deliver to the Collateral Agent a pledge amendment, duly executed by such Pledgor, in substantially the form of Exhibit 2 hereto (each, a "Pledge Amendment"), and the certificates and other documents required under Section 3.1 and Section 3.2 in respect of such additional Pledged Securities or Intercompany Notes that are to be pledged pursuant to this Agreement, and confirming the grant of the Lien created hereby in respect of such additional Pledged Securities or Intercompany Notes. Each Pledgor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Securities or Intercompany Notes listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder be considered Collateral.

SECTION 5.2 Voting Rights; Distributions; etc.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) Each Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, the other Loan Documents or any other document evidencing the Secured Obligations; *provided, however,* that no Pledgor shall in any event exercise such rights in any manner that could reasonably be expected to (x) have a material adverse effect on the value thereof or (y) be disadvantageous to any Secured Party in any material respect.

(ii) Each Pledgor shall be entitled to receive and retain, and to utilize free and clear of the Lien hereof, any and all Distributions, but only if and to the extent made in accordance with the provisions of the Term Loan Agreement; *provided, however*, that any and all such Distributions consisting of rights or interests in the form of Pledged Securities or Intercompany Notes shall promptly, and in any event within three Business Days after receipt thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), be delivered to the Collateral Agent to hold as Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Pledgor and be forthwith delivered to the Collateral Agent as Collateral in the same form as so received (with any necessary, advisable or reasonably requested endorsement).

(b) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may implement either or both of the following remedies:

(i) All rights of each Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.2(a)(i) shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which, subject to the terms of the Intercreditor Agreement, shall thereupon have the sole right to exercise such voting and other consensual rights.

(ii) All rights of each Pledgor to receive Distributions that it would otherwise be authorized to receive and retain pursuant to Section 5.2(a)(ii) without further action shall cease and all such rights shall thereupon become vested in the Collateral Agent, which, subject to the terms of the Intercreditor Agreement, shall thereupon have the sole right to receive and hold as Collateral such Distributions.

(c) Each Pledgor shall, at its sole cost and expense, from time to time execute and deliver to the Collateral Agent appropriate instruments as the Collateral Agent may request in order to permit the Collateral Agent, subject to the terms of the Intercreditor Agreement, to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.2(b)(ii) and to receive all Distributions which it may be entitled to receive under Section 5.2(b)(ii). If Collateral Agent duly exercises its right to vote any of such Pledged Securities, each Pledgor hereby appoints Collateral Agent, such Pledgor's true and lawful attorney-in-fact and irrevocable proxy to vote such Pledged Securities in any manner Collateral Agent deems advisable for or against all matters submitted or which may be submitted to a vote

of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(d) Subject to the terms of the Intercreditor Agreement, all Distributions that are received by any Pledgor contrary to the provisions of Section 5.2(b)(ii) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from the other funds of such Pledgor and shall immediately be paid over to the Collateral Agent as Collateral in the same form as so received (with any necessary, advisable or reasonably requested endorsement).

SECTION 5.3 Default. Such Pledgor is not in default or violation under any agreement to which such Pledgor is a party relating to the Pledged Securities pledged by it (including with respect to the payment of any portion of any mandatory capital contribution, if any, required to be made thereunder). No Securities Collateral pledged by such Pledgor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Pledgor by any Person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the Organizational Documents of such Pledgor and certificates, if any, delivered to the Collateral Agent or, prior to the Discharge of Revolving Credit Obligations and to the extent required under the Intercreditor Agreement, the Revolving Credit Agent to secure the Revolving Credit Obligations) which evidence any Pledged Securities of such Pledgor.

SECTION 5.4 Certain Agreements of Pledgors as Issuers and Holders of Equity Interests.

(a) In the case of each Pledgor that is an issuer of Securities Collateral, such Pledgor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(b) In the case of each Pledgor that is a partner, member or holder of any Equity Interests in a partnership, limited liability company or other entity, such Pledgor hereby consents to the extent required by the applicable Organizational Documents of such Pledgor to the pledge by each other Pledgor, pursuant to the terms hereof, of the Pledged Interests in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default, to the transfer of such Pledged Interests to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, member or holder of Equity Interests in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, member or holder of Equity Interests, as the case may be.

ARTICLE VI

CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY COLLATERAL

SECTION 6.1 Grant of License. For the purpose of enabling the Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies under Article IX at such time as

the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby grants to the Collateral Agent, to the extent licensable, an irrevocable, non-exclusive worldwide license (exercisable without payment of royalty or other compensation to such Pledgor) to use, assign, license sublicense or otherwise dispose of the Intellectual Property Collateral now owned or hereafter acquired by such Pledgor, wherever the same may be located. Such license shall include access to all media in which any of the Intellectual Property Collateral may be recorded or stored and to all computer programs used for the compilation or printout hereof.

SECTION 6.2 Registration. Except pursuant to licenses and other agreements entered into by any Pledgor in the ordinary course of business or as disclosed on Schedules 3.06(a), 3.06(c) or 3.06(e) to the Term Loan Agreement, on and as of the date hereof (i) each Pledgor owns and/or possesses the right to use, and has not authorized in writing any other Person to use, any Copyright, Patent or Trademark listed on Schedule 13 to the Perfection Certificate, and (ii) to the knowledge of Pledgor, all registrations listed on Schedule 13 of the Perfection Certificate are valid and in full force and effect.

SECTION 6.3 Protection of Collateral Agent's Security.

(a) With respect to each item of its Intellectual Property Collateral, each Pledgor agrees, on a continuing basis, to take, at its sole cost and expense, all necessary steps, including, without limitation, in the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority, to (i) maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Pledgor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office, the United States Copyright Office or other Governmental Authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, or cancellation proceedings before the United States Patent and Trademark Office or Equivalent Governmental Authority. No Pledgor shall, without the written consent of the Collateral Agent, discontinue use of or otherwise abandon any Intellectual Property Collateral, or abandon any right to file an application for any Patent, Trademark, or Copyright, unless such Pledgor shall have previously determined that such use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of such Pledgor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Pledgor's business.

(b) Each Pledgor agrees, on a continuing basis, promptly (and in any event within three Business Days) to notify the Collateral Agent if a Responsible Officer or any vice-president or equivalent Person of such Pledgor becomes aware (i) that any item of the Intellectual Property Collateral may have become abandoned, placed in the public domain, invalid or unenforceable, or of any adverse determination or development regarding such Pledgor's ownership of any of the Intellectual Property Collateral or its right to register the same or to keep and maintain and enforce the same, or (ii) of any

adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral.

(c) In the event that any Responsible Officer or any vice-president or equivalent Person of Pledgor becomes aware that any item of the Intellectual Property Collateral is being infringed or misappropriated by a third party, such Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent and shall take such actions, at its expense, as such Pledgor or the Collateral Agent deems reasonable and appropriate under the circumstances to protect or enforce such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Without limiting the foregoing, upon a Responsible Officer or any vice-president or equivalent Person of such Pledgor obtaining knowledge thereof, Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent in writing of any event that may be reasonably expected to materially and adversely affect the value or utility of any item of Intellectual Property Collateral, the ability of such Pledgor or the Collateral Agent to dispose of such Intellectual Property Collateral or any portion thereof or the rights and remedies of the Collateral Agent in relation thereto, including a levy or written threat of levy or any legal process against such Intellectual Property Collateral or any portion thereof.

(d) Each Pledgor agrees, on a continuing basis, to use proper statutory notice in connection with its use of each item of its Intellectual Property Collateral. Unless the applicable Pledgor shall have previously determined that the use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of such Pledgor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Pledgor's business or the value of the Collateral taken as a whole, no Pledgor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse or become invalid or unenforceable or placed in the public domain. No Pledgor will settle or compromise any pending or future litigation or administrative proceeding with respect to any Intellectual Property Collateral without the prior written consent of the Collateral Agent.

(e) Except as otherwise permitted by this Article VI, each Pledgor agrees, on a continuing basis, to take all steps which it or the Collateral Agent deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

(f) No Pledgor shall (i) license any Intellectual Property Collateral other than pursuant to License Agreements entered into by such Pledgor in, or incidental to, the ordinary course of its business, or (ii) amend or permit the amendment of any License Agreement in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that would materially impair

the value of any Intellectual Property Collateral or the Lien on and security interest in the Intellectual Property Collateral intended to be granted to the Collateral Agent for the benefit of the Secured Parties, in each case (i) and (ii), without the consent of the Collateral Agent.

(g) Each Pledgor agrees, on a continuing basis, to diligently keep adequate records respecting the Intellectual Property Collateral and furnish to the Collateral Agent from time to time upon the Collateral Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time request.

(h) During the continuance of an Event of Default, within three Business Days after written notice from the Collateral Agent, make available to the Collateral Agent, to the extent within such Pledgor's power and authority, such personnel in such Pledgor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Pledgor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Pledgor under or in connection with the Intellectual Property Collateral, and each Pledgor shall use commercially reasonable efforts to ensure that such Persons shall be available to perform their prior functions on the Collateral Agent's behalf if compensated at Pledgor's expense on a per diem, pro rata basis consistent with the salary and benefits structure applicable to each as of the date of such Event of Default.

(i) With respect to its Intellectual Property Collateral, each Pledgor agrees to execute or otherwise authenticate, as applicable, the Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement in substantially the forms set forth in Exhibits 6, 7 and 8 hereto or otherwise in form and substance satisfactory to the Collateral Agent for recording the security interest granted hereunder to the Collateral Agent in such Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authorities necessary to perfect the security interest hereunder in such Intellectual Property Collateral.

SECTION 6.4 After-Acquired Property. If any Pledgor shall, at any time before the Termination Date, (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto and any such item enumerated in clause (a) or (b) of this Section 6.4 with respect to such Pledgor shall automatically constitute Intellectual Property Collateral if such item would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party (excluding any Intellectual Property Collateral that constitutes Excluded Property). Each Pledgor shall promptly (i) provide to the Collateral Agent written notice of any of the foregoing and (ii) confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (a) and (b) of

the immediately preceding sentence of this Section 6.4 by execution of an instrument in form reasonably acceptable to the Collateral Agent and the filing of any instruments or statements as shall be deemed necessary, advisable or prudent by the Collateral Agent to preserve, protect or perfect the Collateral Agent's security interest or the priority thereof in such Intellectual Property Collateral to the extent such security interest in such Intellectual Property Collateral may be perfected under applicable Legal Requirements. Further, each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedules 13(a), (b) and (c) to the Perfection Certificate to include any Intellectual Property Collateral acquired or arising after the date hereof of such Pledgor.

SECTION 6.5 Litigation. Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as such Pledgor deems to be necessary, advisable or prudent to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Pledgor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Pledgor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Collateral Agent in accordance with Section 11.03 of the Term Loan Agreement for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.5. In the event that the Collateral Agent shall elect not to bring such suit to enforce the Intellectual Property Collateral, each Pledgor agrees, at the reasonable request of the Collateral Agent, to take all actions necessary, advisable or prudent, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

SECTION 6.6 Intent-to-Use Trademark and Service Mark Applications. In connection with any United States intent-to-use trademark or service mark applications whether listed on Schedule 13 to the Perfection Certificate or otherwise, the Pledgors shall file a bona fide statement of use and shall take such other actions or steps as shall be required by the United States Patent and Trademark Office, to entitle such application to registration within 10 Business Days following the date of first use in commerce of the mark that is the subject of such application. Upon acceptance of such bona fide statement of use by the United States Patent and Trademark Office, such application shall automatically become subject to the security interest granted herein. The Pledgors shall execute any further documents and instruments as the Collateral Agent may deem necessary, advisable or prudent to confirm, implement, or enforce the Collateral Agent's security interest in such applications. If the Pledgors fail to execute such further documents and instruments within three Business Days of presentment, the Collateral Agent may, in the name of, and on behalf of, the Pledgors, execute such documents and instruments and make

appropriate disposition of same, and the Pledgors hereby irrevocably appoint the Collateral Agent as their lawful attorney-in-fact with full power to do so. The foregoing power of attorney is coupled with an interest and such appointment shall be irrevocable for the term hereof.

ARTICLE VII

CERTAIN PROVISIONS CONCERNING ACCOUNTS

SECTION 7.1 Special Representation and Warranties. As of the time when each of its Accounts arises, each Pledgor shall be deemed to have represented and warranted that such Account and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) to the Pledgor's knowledge, represent the legal, valid and binding obligation of the account debtor, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or by equitable principles relating to enforceability, evidencing indebtedness unpaid and owed by such account debtor, arising out of the performance of labor or services or the sale, lease, license, assignment or other disposition and delivery of the goods or other property listed therein or out of an advance or a loan, (iii) will, in the case of an Account, except for the original or duplicate original invoice sent to purchase evidencing such purchaser's account, be the only original writing evidencing and embodying such obligation of the account debtor named therein and (iv) are in all material respects in compliance and conform with all applicable Legal Requirements.

SECTION 7.2 Maintenance of Records. Each Pledgor shall keep and maintain at its own cost and expense complete records of each Account, in a manner consistent with prudent business practices, including records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Pledgor shall, subject to the terms of the Intercreditor Agreement, at such Pledgor's sole cost and expense, upon the Collateral Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of Accounts, including all documents evidencing Accounts and any books and records relating thereto to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Pledgor). Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may transfer a full and complete copy of any Pledgor's books, records, credit information, reports, memoranda and all other writings relating to the Accounts to and for the use by any Person that has acquired or is contemplating acquisition of an interest in the Accounts or the Collateral Agent's security interest therein without the consent of any Pledgor.

SECTION 7.3 Legend. At the request of the Collateral Agent and in form and manner satisfactory to the Collateral Agent, each Pledgor shall legend the Accounts and the other books, records and documents of such Pledgor evidencing or pertaining to the Accounts with an appropriate reference to the fact that the Accounts have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 7.4 Modification of Terms, etc. No Pledgor shall rescind or cancel any obligations evidenced by any Account or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business in a manner consistent with prudent business practices, or extend or renew any such obligations except in the ordinary course of business consistent with prudent business practices or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Account or interest therein except in the ordinary course of business in a manner consistent with prudent business practices without the prior written consent of the Collateral Agent. Each Pledgor shall timely fulfill all obligations on its part to be fulfilled under or in connection with the Accounts.

SECTION 7.5 Collection. Each Pledgor shall cause to be collected from the account debtor of each of the Accounts, as and when due in the ordinary course of business and consistent with prudent business practices (including Accounts that are delinquent, such Accounts to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such Account, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that any Pledgor may, with respect to an Account, allow in the ordinary course of business (i) a refund or credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of Accounts and such other modifications of payment terms or settlements in respect of Accounts as shall be commercially reasonable in the circumstances, all in accordance with such Pledgor's ordinary course of business consistent with its collection practices as in effect from time to time. The costs and expenses (including attorneys' fees) of collection, in any case, whether incurred by any Pledgor, the Collateral Agent or any Secured Party, shall be paid by the Pledgors in accordance with Section 11.03 of the Term Loan Agreement.

ARTICLE VIII

TRANSFERS

SECTION 8.1 Transfers of Collateral. No Pledgor shall (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral pledged by it hereunder except to the extent not prohibited by and otherwise subject to the requirements of the Term Loan Agreement or (b) create or permit to exist any Lien upon or with respect to any of the Collateral pledged by it hereunder other than Permitted Liens.

ARTICLE IX

REMEDIES

SECTION 9.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may from time to time, subject to the terms of the Intercreditor Agreement, exercise in respect of the Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, the following remedies:

(a) Personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from any Pledgor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's premises where any of the Collateral is located, remove such Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Pledgor;

(b) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Collateral including instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; *provided, however*, that in the event that any such payments are made directly to any Pledgor, prior to receipt by any such obligor of such instruction, such Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Collateral Agent and shall promptly but in no event later than 3 Business Days after receipt thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) pay such amounts to the Collateral Agent;

(c) Sell, assign, grant a license to use or otherwise liquidate, or direct any Pledgor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(d) Take possession of the Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Collateral Agent at any place or places so designated by the Collateral Agent, in which event such Pledgor shall at its own expense: (i) forthwith cause the same to be moved to the place or places designated by the Collateral Agent and therewith delivered to the Collateral Agent, (ii) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent and (iii) while the Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition. Each Pledgor's obligation to deliver the Collateral as contemplated in this Section 9.1(d) is of the essence hereof. Upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by any Pledgor of such obligation;

(e) Withdraw all moneys, instruments, securities and other property in any bank, financial securities, deposit or other account of any Pledgor constituting Collateral for application to the Secured Obligations as provided in Article X;

(f) Retain and apply the Distributions to the Secured Obligations as provided in Article X;

(g) Exercise any and all rights as beneficial and legal owner of the Collateral, including perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Collateral; and

(h) All the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), and the Collateral Agent may also in its sole discretion, without notice except as specified in Section 9.2, sell, assign, transfer or grant a license to use the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable. The Collateral Agent or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of any Collateral payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any Legal Requirement now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree.

SECTION 9.2 Notice of Sale. Each Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of Collateral shall be required by any Legal Requirement, 10 days prior notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market (in which case no such prior notice shall be required). No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 9.3 Waiver of Notice and Claims; Other Waivers; Marshalling.

(a) Each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, notice of judicial hearing in connection with the Collateral Agent's taking possession or

the Collateral Agent's disposition of any of the Collateral, including any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under any Legal Requirement, and each Pledgor hereby further waives, to the fullest extent permitted by applicable Legal Requirements (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable Legal Requirements. The Collateral Agent shall not be liable for any incorrect or improper payment made pursuant to this Article IX except to the extent resulting solely from the Collateral Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity or otherwise against such Pledgor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

(b) Each Pledgor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of Credit Extensions, Collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description.

(c) The Collateral Agent shall not be required to marshal any present or future collateral security (including the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the maximum extent permitted by applicable Legal Requirements, each Pledgor hereby agrees that it will not invoke any Legal Requirement relating to the marshalling of collateral and hereby irrevocably waives the benefits of all such Legal Requirements.

SECTION 9.4 Standards for Exercising Rights and Remedies. (a) To the extent that applicable Legal Requirements impose duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Pledgor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or to fail to obtain consents for Governmental Authorities or third parties for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other Persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as any Pledgor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or

more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim or modify disposition warranties, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Pledgors acknowledge that the purpose of this Section 9.4 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would fulfill the Collateral Agent's duties under the UCC or other Legal Requirement of the State or any other relevant jurisdiction in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 9.4. Without limiting the foregoing, nothing contained in this Section 9.4 shall be construed to grant any rights to any Pledgor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable Legal Requirements in the absence of this Section 9.4.

(b) Each Pledgor recognizes that, by reason of certain prohibitions contained in Legal Requirements, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who meet the requirements of a Governmental Authority. Each Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable Legal Requirements, the Collateral Agent shall have no obligation to engage in public sales.

(c) Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state or foreign securities laws, the Collateral Agent may be compelled, with respect to any sale or disposition of all or any part of the Securities Collateral and Investment Property, to limit purchasers to Persons who will agree, among other things, to acquire such Securities Collateral or Investment Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral or Investment Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state or foreign securities laws, even if such issuer would agree to do so.

(d) Notwithstanding the foregoing, each Pledgor shall, upon the occurrence and during the continuance of any Event of Default, at the request of the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, cause any registration, qualification under or compliance with any federal, state or foreign securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Pledgors. Each Pledgor will cause such registration to be effected (and be kept effective) and cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral including registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state or foreign securities laws and appropriate compliance with all other requirements of any Governmental Authority. Each Pledgor shall cause the Collateral Agent to be kept advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, shall furnish to the Collateral Agent such number of prospectuses, offering circulars or other documents incident thereto as the Collateral Agent from time to time may request, and shall indemnify and shall cause the issuer of the Securities Collateral to indemnify the Collateral against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein (or in any related registration statement, notification or the like) a material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) If the Collateral Agent determines to exercise its right to sell any or all of the Securities Collateral or Investment Property, upon written request, the applicable Pledgor shall, and shall cause each issuer of Securities Collateral and Investment Property to be sold hereunder to, from time to time furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature or interest, of securities or other instruments included in the Securities Collateral or Investment Property which may be sold by the Collateral Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(f) Each Pledgor further agrees that a breach of any of the covenants contained in this Section 9.5 will cause irreparable injury to the Collateral Agent and other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 9.5 shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants.

SECTION 9.5 No Waiver; Cumulative Remedies.

(i) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other

right, power or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. The remedies herein provided are cumulative and are not exclusive of any remedies provided by applicable Legal Requirements, in equity or otherwise.

(ii) In the event that the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors, the Collateral Agent and each other Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Collateral Agent and the other Secured Parties shall continue as if no such proceeding had been instituted.

SECTION 9.6 Certain Additional Actions Regarding Intellectual Property. If any Event of Default shall have occurred and be continuing, upon the written demand of the Collateral Agent, each Pledgor shall, subject to the terms of the Intercreditor Agreement, execute and deliver to the Collateral Agent an assignment or assignments of the Intellectual Property Collateral that is Registered or such other documents as are necessary, advisable or prudent to carry out the intent and purposes hereof.

ARTICLE X

PROCEEDS OF CASUALTY EVENTS AND COLLATERAL DISPOSITIONS; APPLICATION OF PROCEEDS

SECTION 10.1 Proceeds of Casualty Events and Collateral Dispositions. The Pledgors shall take all actions required by the Term Loan Agreement with respect to any Net Cash Proceeds of any Casualty Event or from the sale or disposition of any Collateral.

SECTION 10.2 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, in accordance with the Term Loan Agreement.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Concerning Collateral Agent.

(i) The Collateral Agent has been appointed as collateral agent pursuant to the Term Loan Agreement. The actions of the Collateral Agent hereunder are subject to the provisions of the Term Loan Agreement. The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including the release or substitution of the Collateral), in accordance with this Agreement and the Term Loan

Agreement. Each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms of this Agreement. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Term Loan Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(ii) Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession from time to time if such Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests; *provided* that neither the Collateral Agent nor any of the other Secured Parties nor any of their respective directors, officers, employees or agents shall have responsibility for (x) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters (y) failing to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or (z) failing to take any necessary steps to preserve rights against any Person with respect to any Collateral.

(iii) The Collateral Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Agreement and its duties hereunder, upon advice of counsel selected by it.

(iv) If any item of Collateral also constitutes collateral granted to the Collateral Agent under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Collateral Agent, in its sole discretion, shall determine which provisions shall control.

SECTION 11.2 Collateral Agent May Perform; Collateral Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to perform any covenants contained in this Agreement (including such

Pledgor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of such Pledgor under any Collateral) or if any representation or warranty on the part of any Pledgor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; *provided, however*, that the Collateral Agent shall in no event be bound to inquire into the validity of any Charges, lien, imposition or other obligation which such Pledgor fails to pay or perform as and when required hereby and which such Pledgor does not contest in accordance with the provisions of Section 4.13. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgors in accordance with the provisions of Section 11.03 of the Term Loan Agreement. Neither the provisions of this Section 11.2 nor any action taken by the Collateral Agent pursuant to the provisions of this Section 11.2 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of representation or warranty from constituting an Event of Default. Each Pledgor hereby appoints the Collateral Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument consistent with the terms of the Term Loan Agreement, this Agreement and the other Loan Documents which the Collateral Agent may deem necessary, advisable or prudent to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 11.3 Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon the Pledgors, their respective successors and assigns and (ii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and the other Secured Parties and each of their respective successors, transferees and assignees (including permitted assignees pursuant to Section 11.04 of the Term Loan Agreement). No other Persons (including any other creditor of any Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Secured Party may assign or otherwise transfer any obligations held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party, herein or otherwise, subject however, to the provisions of the Term Loan Agreement and the Intercreditor Agreement.

SECTION 11.4 Termination; Release. Collateral hereunder shall be automatically released if and to the extent so provided in Section 10.10 of the Term Loan Agreement.

SECTION 11.5 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Term Loan Agreement and unless in writing and signed by the Collateral Agent. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof shall be effective only in the specific

instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

SECTION 11.6 Notices. Unless otherwise provided herein or in the Term Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Term Loan Agreement, as to any Pledgor, addressed to it at the address of the Company set forth in the Term Loan Agreement and as to the Collateral Agent, addressed to it at the address set forth in the Term Loan Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 11.6.

SECTION 11.7 Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

(b) EACH PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LEGAL REQUIREMENTS. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR OTHERWISE SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY OTHER AGENT, ANY LENDER OR OTHER

SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 11.7(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN FACSIMILE TRANSMISSION OR ELECTRONIC MEANS AND DISREGARDING ANY PERSON TO WHOM SUCH NOTICE IS REQUIRED TO BE COPIED) IN SECTION 11.6. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LEGAL REQUIREMENTS.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, THE TRANSACTIONS OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.7.

SECTION 11.8 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 11.9 Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11.10 Business Days. In the event any time period or any date provided in this Agreement ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 11.11 Waiver of Stay. Each Pledgor covenants that in the event that such Pledgor or any property or assets of such Pledgor shall hereafter become the subject of a voluntary or involuntary proceeding under the Bankruptcy Code or such Pledgor shall otherwise be a party to any federal, state or foreign bankruptcy, insolvency, moratorium or similar proceeding to which the provisions relating to the automatic stay under Section 362 of the Bankruptcy Code or any similar provision in any such Legal Requirement is applicable, then, in any such case, whether or not the Collateral Agent has commenced foreclosure proceedings under this Agreement, such Pledgor shall not, and each Pledgor hereby expressly waives its right to (to the extent it may lawfully do so) at any time insist upon, plead or in any whatsoever, claim or take the benefit or advantage of any such automatic stay or such similar provision as it relates to the exercise of any of the rights and remedies (including any foreclosure proceedings) available to the Collateral Agent as provided in this Agreement, in any other Security Document or any other document evidencing the Secured Obligations. Each Pledgor further covenants that it will not hinder, delay or impede the execution of any power granted herein to the Collateral Agent, but will suffer and permit the execution of every such power as though no law relating to any stay or similar provision had been enacted.

SECTION 11.12 No Credit for Payment of Taxes or Imposition. No Pledgor shall be entitled to any credit against the principal, premium, if any, or interest payable under the Term Loan Agreement, and such Pledgor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Tax on the Collateral or any part thereof.

SECTION 11.13 No Claims Against Collateral Agent. Nothing contained in this Agreement shall constitute any consent or request by the Collateral Agent, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof, nor as giving any Pledgor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Collateral Agent in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.14 No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or shall impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, the Term Loan Agreement or the other Loan Documents, or under or in respect of the Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 11.14 shall survive the termination and release of the Liens hereunder and the discharge of such Pledgor's other obligations under this Agreement, the Term Loan Agreement and the other Loan Documents.

SECTION 11.15 Overdue Amounts. Until paid, all amounts due and payable under this Agreement shall constitute Secured Obligations and shall bear interest, whether before or after judgment, at the Default Rate.

SECTION 11.16 Confidentiality. The Collateral Agent agrees to maintain the confidentiality of all Information provided by any Pledgor in accordance with and subject to the provisions of Section 11.12 of the Term Loan Agreement, but shall be considered to have complied with its obligation to do so if it has exercised the same degree of care to maintain the confidentiality of such Information as accorded to its own confidential information.

SECTION 11.17 Obligations Absolute. All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Pledgor;

(ii) any lack of validity or enforceability of any Loan Document, or any other agreement or instrument relating thereto against any Pledgor;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(iv) any pledge, exchange, release or non-perfection or loss of priority of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, or any Loan Document; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

POMONA HOLDINGS, INC.,
as Pledgor

By: _____
Name:
Title:

POMONA MERGER CORP., INC.,
as Pledgor

By: _____
Name:
Title:

LASSONDE LUXEMBOURG,
as Pledgor

By: _____
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.,
as a Pledgor

By: _____
Name:
Title:

PAPPAS FOODS, L.L.C.,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

CLEMENT PAPPAS NC, INC.,
as a Pledgor

By: _____
Name:
Title:

DELSEA FARMS, INC.,
as a Pledgor

By: _____
Name:
Title:

PAPPAS PROPERTIES CA, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title

PAPPAS PROPERTIES, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

CPC JUICE, INC.,
as a Pledgor

By: _____
Name:
Title:

CP MARYLAND, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

Schedule 1

Filings, Registrations and Recordings

Pledgor	**Type of Filing**	**Office**
Pomona Holdings, Inc.	UCC-1 Financing Statement	Delaware Secretary of State
Pomona Merger Corp.	UCC-1 Financing Statement	New Jersey Secretary of State
Clement Pappas and Company, Inc.	UCC-1 Financing Statement	New Jersey Secretary of State
Pappas Foods, L.L.C.	UCC-1 Financing Statement	Delaware Secretary of State
Clement Pappas NC, Inc.	UCC-1 Financing Statement	North Carolina Secretary of State
Delsea Farms, Inc.	UCC-1 Financing Statement	California Secretary of State
Pappas Properties CA, LLC	UCC-1 Financing Statement	California Secretary of State
Pappas Properties, LLC	UCC-1 Financing Statement	Delaware Secretary of State
CPC Juice, Inc.	UCC-1 Financing Statement	New Jersey Secretary of State
CP Maryland, LLC	UCC-1 Financing Statement	Maryland Department of Assessment
Clement Pappas and Company, Inc.	Trademark Security Agreement	US Patent & Trademark Office
Clement Pappas & Co., Inc.	Trademark Security Agreement	US Patent & Trademark Office
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	Trademark Security Agreement	US Patent & Trademark Office
Clement Pappas and Company, Inc.	Copyright Security Agreement	US Copyright Office
Clement Pappas and Company, Inc.	Trademark Security Agreement	Canadian Intellectual Property Office
Clement Pappas and Company, Inc.	Mortgage and Fixture Filing	County Clerk Cumberland County New Jersey
Clement Pappas and Company, Inc.	Mortgage and Fixture Filing	Registry of Deeds Plymouth County Massachusetts
Clement Pappas NC, Inc.	Mortgage and Fixture Filing	Register of Deeds Henderson County

Pledgor	**Type of Filing**	**Office**
		North Carolina
Pappas Properties, LLC	Mortgage and Fixture Filing	County Clerk Cumberland County New Jersey
Pappas Foods, L.L.C.	Mortgage and Fixture Filing	Records Washington County Arkansas
Pappas Properties CA, LLC	Mortgage and Fixture Filing	Official Records San Bernardino County California

EXHIBIT 1

[Form of]

ISSUER'S ACKNOWLEDGMENT

The undersigned hereby (i) acknowledges receipt of a copy of that certain U.S. Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"), (ii) agrees promptly to note on its books the security interests granted to the Collateral Agent and confirmed under the U.S. Security Agreement, (iii) agrees that it will comply with all instructions of the Collateral Agent or its nominee with respect to the applicable Securities Collateral without further consent by the applicable Pledgor, (iv) agrees not to take any action to have any of the applicable Securities Collateral issued by it treated as Securities under Article 8 of the UCC without the Collateral Agent's prior written consent (v) to the maximum extent permitted by law, agrees that the "issuer's jurisdiction" (as defined in Section 8-110 of the UCC) is the State of New York, U.S.A., (vi) agrees promptly to notify the Collateral Agent upon obtaining knowledge of any interest in favor of any Person in the applicable Securities Collateral that is adverse to the interest of the Collateral Agent therein and (vii) waives any right or requirement at any time hereafter to receive a copy of the U.S. Security Agreement in connection with the registration of any Securities Collateral thereunder in the name of the Collateral Agent or its nominee or the exercise of voting rights by the Collateral Agent or its nominee.

[_____]

By: _____
Name:
Title:

EXHIBIT 2

[Form of]

PLEDGE AMENDMENT

This Pledge Amendment, dated as of _____, _____ (the "Pledge Amendment") is delivered pursuant to Section 5.1 of that certain U.S. Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). The undersigned hereby agrees that this Pledge Amendment may be attached to the U.S. Security Agreement and that the Pledged Securities and/or Intercompany Notes listed on this Pledge Amendment shall be deemed to be and shall become part of the Collateral and shall secure all Secured Obligations.

[_____**]**

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

PLEDGED SECURITIES

ISSUER	CLASS OF STOCK OR INTERESTS	PAR VALUE	CERTIFICATE NO(S).	NUMBER OF SHARES OR INTERESTS	PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER

INTERCOMPANY NOTES

ISSUER	PRINCIPAL AMOUNT	DATE OF ISSUANCE	INTEREST RATE	MATURITY DATE

EXHIBIT 3

[Form of]

JOINDER AGREEMENT

[Name of New Pledgor**]**
[Address of New Pledgor**]**

[Date**]**

_____

_____

_____

_____

Ladies and Gentlemen:

Reference is made to that certain U.S. Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

This Joinder Agreement supplements the U.S. Security Agreement and is delivered by the undersigned, **[**_____**]** (the "New Pledgor"), pursuant to Section 3.5 of the U.S. Security Agreement. The New Pledgor hereby agrees to be bound as a Pledgor by all of the terms, covenants and conditions set forth in the U.S. Security Agreement to the same extent that it would have been bound if it had been a signatory to the U.S. Security Agreement on the execution date of the U.S. Security Agreement. The New Pledgor also hereby agrees to be bound as a party by all of the terms, covenants and conditions applicable to it set forth in the Term Loan Agreement and the other Loan Documents to the same extent that it would have been bound if it had been a signatory to the Term Loan Agreement and

the other Loan Documents on the execution date of the Term Loan Agreement or such Loan Documents. Without limiting the generality of the foregoing, the New Pledgor hereby grants and pledges to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of a Guarantor (used as defined in the Term Loan Agreement) under the Term Loan Agreement and a Pledgor under the U.S. Security Agreement. The New Pledgor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to (i) the Pledgors contained in the U.S. Security Agreement and the other Loan Documents and (ii) the Guarantors under the Term Loan Agreement and the other Loan Documents.

Annexed hereto are (i) a supplement to the Perfection Certificate and (ii) supplements to each of the Schedules to the U.S. Security Agreement and the Term Loan Agreement, as applicable, with respect to the New Pledgor. Such supplements shall be deemed to be part of the U.S. Security Agreement or the Term Loan Agreement, as applicable.

This Joinder Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CHOICE OF LAW THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the New Pledgor has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW PLEDGOR**]**

By: _____
Name:_____
Title::_____

AGREED TO AND ACCEPTED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:_____
Title:_____

[Schedules to be attached**]**

EXHIBIT 4

[Form of]

SECURITIES ACCOUNT CONTROL AGREEMENT[1]

This SECURITIES ACCOUNT CONTROL AGREEMENT (this "Control Agreement"), dated as of **[**_____**]** by and among **[**_____**]**, a **[**_____**]** (the "Pledgor"), BMO Harris Bank N.A. (the "Revolving Credit Agent"), Jefferies Finance LLC as collateral agent under the Term Loan Agreement (the "Term Loan Collateral Agent") and as collateral agent under the LuxCo Loan Agreement (the "LuxCo Loan Agent" and, together with the Term Loan Collateral Agent, the "Collateral Agent") and **[**_____**]** in its capacity as a "securities intermediary" (as defined in Section 8-102 of the UCC) (the "Financial Institution"), is delivered pursuant to (i) the Revolving Credit Agreement (as defined in the U.S. Security Agreement as defined below), (ii) the Security Agreement (as defined in the Revolving Credit Agreement, the "Revolving Security Agreement"), (iii) the Term Loan Agreement (as defined in the U.S. Security Agreement), (iv) that certain U.S. Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "U.S. Security Agreement"), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors (except in the case of the Company), pledgors, assignors and debtors and together with any successors, the "Grantors"), in favor of the Term Loan Collateral Agent, (v) the LuxCo Loan Agreement (as defined in the LuxCo Security Agreement), (vi) that certain LuxCo Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "LuxCo Security Agreement"), made by each of the Grantors (other than LuxCo) in favor of the LuxCo Loan Agent.

This Control Agreement is for the purpose of perfecting the security interests of (i) the Secured Parties (as defined in the Revolving Credit Agreement) (the "Revolving Secured Parties"), (ii) the Secured Parties (as defined in the U.S. Security Agreement) (the "Syndicated Secured Parties") and (iii) the Secured Parties (as defined in the LuxCo Security Agreement) (the "LuxCo Secured Parties", and together with the Syndicated Secured Parties and the Revolving Secured Parties, collectively, the "Secured Parties"; the Syndicated Secured Parties, together with the LuxCo Secured Parties are collectively referred to as the "Term Loan Secured Parties"), in each case granted by the Pledgor in the Designated Accounts (as defined below). Pursuant to the Revolving Security Agreement, the Pledgor has granted to the Revolving Credit Agent a first priority security interest in the Designated Accounts.

[1] This Securities Account Control Agreement applies to Securities in respect of which the Revolving Credit Agent has a first priority security interest under the Intercreditor Agreement (for example, with respect to Cash Equivalents). For Securities in respect of which the Collateral Agent has a first priority security interest under the Intercreditor Agreement, the provisions relating to priority will be reversed *mutatis mutandis*.

Pursuant to the U.S. Security Agreement and the LuxCo Security Agreement, the Pledgor has granted to the Collateral Agent a second priority security interest in the Designated Accounts. Pursuant to the Intercreditor Agreement dated as of August [_], 2011 by and between, *inter alios*, the Revolving Credit Agent, on behalf of and for the benefit of the Revolving Secured Parties, the Term Loan Collateral Agent, on behalf of and for the benefit of the Syndicated Secured Parties, and the LuxCo Loan Agent, on behalf of and for the benefit of the LuxCo Loan Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the Revolving Credit Agent has agreed to act as gratuitous bailee for and representative (as defined in Section 1-201(35) of the UCC (as defined below)) of the Collateral Agent for purposes of perfecting the security interest of the Collateral Agent for the benefit of the Term Loan Secured Parties.

As used in this Control Agreement, "Controlling Party" shall mean the Revolving Credit Agent; *provided* that at such time as the Revolving Credit Agent has provided the Financial Institution with a written notice that the Revolving Credit Agent has ceased to be the "Controlling Party" hereunder (such notice being the "Controlling Party Notice"), which notice the Revolving Credit Agent shall provide to the Financial Institution as soon as practicable following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, "Controlling Party" shall mean the Collateral Agent for the benefit of the Term Loan Secured Parties. The Financial Institution shall rely exclusively on a Controlling Party Notice as to the determination whether the Revolving Credit Agent or the Collateral Agent is the Controlling Party hereunder and shall be under no obligation to make any independent investigation thereof. In order to perfect the security interest of the Collateral Agent at any time that the Collateral Agent is not the Controlling Party, the parties hereto agree that the Financial Institution shall comply with instructions given by Collateral Agent in accordance with this Control Agreement directing the disposition of checks from time to time in the Account or as to any other matters relating to each Designated Account without further consent by the Pledgor if and only if such written instructions are consented to in writing by Revolving Credit Agent.

All references herein to the "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York. As used herein, "Event of Default" means the occurrence of an "Event of Default" under and as defined in the Term Loan Agreement and, following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, an "Event of Default" under and as defined in the Term Loan Agreement or the LuxCo Loan Agreement.

1. Confirmation of Establishment and Maintenance of Designated Account. The Financial Institution hereby confirms that (i) the Financial Institution has established for the Pledgor and maintains the account(s) listed on Schedule 1 hereto (such account(s), together with each such other account maintained by the Pledgor with the Financial Institution collectively, the "Designated Accounts" and each a "Designated Account"), and (ii) each Designated Account is a "securities account" as such term is defined in Article 8 of the UCC.

2. Control. The Controlling Party shall at all times have "control" (as defined in Section 8-106 of the UCC) of any Designated Account; *provided* that unless and until delivery by the

Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution, the Pledgor shall have the right from time to time to write checks against and make withdrawals from and transfers of amounts in the Designated Accounts. From and after delivery by the Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution until such time as the Controlling Party delivers written notice to the Financial Institution rescinding such Notice of Sole Control (such period, the "Activation Period"), the Financial Institution shall comply solely with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) and instructions originated by the Controlling Party without further consent of the Pledgor or any person or entity acting or purporting to act for the Pledgor being required, including, without limitation, directing disposition of the financial assets in each Designated Account. Prior to and after the end of any Activation Period, the Financial Institution shall be entitled to honor the Pledgor's instructions and directions with respect to any transfer or withdrawal of financial assets from the Designated Accounts.

3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, operation of law or otherwise a security interest in any Designated Account, the Financial Institution hereby agrees that such security interest shall be subordinate to that of the Controlling Party. The financial assets credited to any Designated Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person or entity other than the Secured Parties (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of its customary fees and expenses for the routine maintenance and operation of the Designated Accounts, including overdraft fees, and (ii) the face amount of any checks or other items which have been credited to any Designated Account but are subsequently returned unpaid because of uncollected or insufficient funds).

4. Choice of Law. Both this Control Agreement and the Designated Account(s) shall be governed by the law of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "security intermediary's jurisdiction" (within the meaning of Section 8-110 of the UCC) and the Designated Account(s) shall be governed by the law of the State of New York.

5. Conflict with Other Agreements; Amendments. As of the date hereof, there are no other agreements entered into between the Financial Institution and the Pledgor with respect to any Designated Account or any financial assets credited thereto (other than standard and customary documentation with respect to the establishment and maintenance of such Designated Accounts). The Financial Institution and the Pledgor will not enter into any other agreement with respect to any Designated Account unless the Controlling Party shall have received prior written notice thereof. The Financial Institution and the Pledgor will not enter into any other agreement with respect to "control" of the Designated Accounts without the prior written consent of the Revolving Credit Agent and the Collateral Agent, each acting in its sole discretion. In the event of any conflict with respect to "control" over any Designated Account between this Control Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Control Agreement shall prevail. No

amendment or modification of this Control Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

6. Notice of Adverse Claims. Except for the claims and interest of the Secured Parties and of the Pledgor in the Designated Account(s), the Financial Institution on the date hereof does not know of any claim to, or security interest in, any Designated Account or in any financial assets credited thereto and does not know of any claim that any person or entity other than the Controlling Party has been given "control" of any Designated Account or any such financial assets. If any person or entity asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process and any claim of "control") against any financial assets credited to any Designated Account, the Financial Institution will promptly notify the Controlling Party and the Pledgor thereof.

7. Maintenance of Designated Accounts. In addition to, and not in lieu of, the obligation of the Financial Institution agreed in Section 2 hereof, the Financial Institution agrees to maintain the Designated Accounts as follows:

(i) Notice of Sole Control. Upon the occurrence and during the continuation of an Event of Default, the Controlling Party may deliver to the Financial Institution a notice of sole control in substantially the form set forth in Exhibit A hereto (the "Notice of Sole Control") with respect to any Designated Account. If at any time the Controlling Party delivers a Notice of Sole Control to the Financial Institution, the Financial Institution agrees that, after receipt of such notice, it will take all entitlement orders and other instruction with respect to such Designated Account solely from the Controlling Party. Without limiting the generality of the first sentence of this paragraph, upon receipt of a Notice of Sole Control, the Financial Institution shall follow all instructions given by the Controlling Party, including, without limitation, instructions for distribution or transfer of any financial assets in any Designated Account to be made to the Controlling Party. No later than five Business Days after such Event of Default shall have ceased to exist in accordance with the terms of the Revolving Credit Agreement, Term Loan Agreement or LuxCo Loan Agreement, as the case may be, the Controlling Party shall deliver written notice to the Financial Institution rescinding any applicable Notice of Sole Control.

(ii) Statements and Confirmations. The Financial Institution will promptly send copies of all statements and other correspondence (excluding routine confirmations) concerning any Designated Account to each of the Pledgor, the Revolving Credit Agent and the Collateral Agent at the address set forth in Section 11 hereof. The Financial Institution will promptly provide to the Controlling Party and to the Pledgor, upon the Controlling Party's request therefor from time to time and, in any event as of the last Business Day of each calendar month, a statement of the cash balance and financial assets in each Designated Account.

8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(i) The Designated Accounts have been established as set forth in Section 1 hereof and each Designated Account will be maintained in the manner set forth herein until termination of this Control Agreement. The Financial Institution shall not change the name or account number of any Designated Account without the prior written consent of the Revolving Credit Agent and the Collateral Agent.

(ii) The Financial Institution is a "securities intermediary," as such term is defined in the UCC.

(iii) All property credited to any Designated Account will be treated as "financial assets," as such term is defined in the UCC.

(iv) This Control Agreement is the valid and legally binding obligation of the Financial Institution, enforceable against the Financial Institution in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(v) The Financial Institution has not entered into any agreement with any person or entity pursuant to which it has agreed to comply with any entitlement orders or instructions with respect to any Designated Account other than the Controlling Party. Until the termination of this Control Agreement, the Financial Institution will not, without the written approval of the Controlling Party, enter into any agreement with any person or entity pursuant to which it agrees to comply with any orders or instructions of such Person with respect to any Designated Account.

(vi) The Financial Institution has not entered into any other agreement with the Pledgor or the Controlling Party purporting to limit or condition the obligation of the Financial Institution to comply with any orders or instructions with respect to any Designated Account as set forth in Section 2 hereof.

9. Indemnification of Financial Institution. The Pledgor and the Controlling Party hereby agree that (i) the Financial Institution is released from any and all liabilities to the Pledgor and the Controlling Party arising from the terms of this Control Agreement and the Financial Institution's compliance with the terms of this Control Agreement, except to the extent that such liabilities arise from the Financial Institution's gross negligence or willful misconduct, and (ii) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Control Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, claims, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Control Agreement.

10. Successors; Assignment. The terms of this Control Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assignees.

11. Notices. Any notice, request or other communication required or permitted to be given under this Control Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by facsimile transmission or other electronic means and electronic confirmation of error free receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

(i) if to the Pledgor, at:

[**]**
[**]**
[**]**

Attention:
Facsimile:
Telephone:

(ii) if to the Financial Institution, at:

Financial Institution:
[**]**
[**]**
[**]**

Attention:
Facsimile:
Telephone:

(ii) if to the Revolving Credit Agent, at:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Facsimile: (312) 765-1641
Telephone: (312) 461-2116

(iv) if to the Collateral Agent, at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile: (212) 284-3444

Any party may change its address for notices in the manner set forth above.

12. Termination. The rights and powers granted herein to the Controlling Party have been granted in order to perfect the security interests of the Secured Parties in the Designated Accounts and are powers coupled with an interest that will be affected neither by the bankruptcy of the Pledgor nor by the lapse of time. The obligations of the Financial Institution hereunder shall continue in effect until (a) the termination of the security interests of the Secured Parties with respect to the Designated Account(s) and the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of such termination in writing or (b) the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of a termination in writing.

13. Severability. If any term or provision set forth in this Control Agreement shall be invalid or unenforceable, the remainder of this Control Agreement, other than those provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

14. Counterparts. This Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Control Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Control Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Control Agreement.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Control Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

[_____][2]

By: _____
Name:
Title:

BMO HARRIS BANK N.A.
as Revolving Credit Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as Term Loan Collateral Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as LuxCo Loan Agent

By: _____
Name:
Title:

[_____], as Securities Intermediary

By: _____
Name:
Title:

[2]. Insert applicable Loan Party.

SCHEDULE 1

Designated Account(s)

EXHIBIT A

[Letterhead of Controlling Party]

[Date**]**

[Financial Institution**]**
[Address**]**

Attention: _____

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in Section 7(i) of the Securities Account Control Agreement dated as of **[**_____**]**, among **[**applicable Pledgor**]**[3], us and you (the "Control Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Control Agreement) (a copy of which is attached), we hereby give you notice of our sole control over the Designated Account(s), account number(s): _____ (the "Specified Designated Accounts"). You are hereby instructed not to accept any entitlement orders or any other order, direction or instructions with respect to the Specified Designated Accounts or any financial assets credited thereto from any person or entity other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[**applicable Pledgor**]**.

Very truly yours,

[_____], as Controlling Party

By: _____
Name:
Title:

cc: **[**applicable Pledgor**]**

[3]. Insert applicable Loan Party.

EXHIBIT 5

[Form of]

DEPOSIT ACCOUNT CONTROL AGREEMENT

This DEPOSIT ACCOUNT CONTROL AGREEMENT (this "Control Agreement"), dated as of **[**_____**]** by and among **[**_____**]**, a **[**_____**]** (the "Pledgor"), BMO Harris Bank N.A. (the "Revolving Credit Agent"), Jefferies Finance LLC as collateral agent under the Term Loan Agreement (the "Term Loan Collateral Agent") and as collateral agent under the LuxCo Loan Agreement (the "LuxCo Loan Agent" and, together with the Term Loan Collateral Agent, the "Collateral Agent") and **[**_____**]** in its capacity as a "securities intermediary" (as defined in Section 8-102 of the UCC) (the "Financial Institution"), is delivered pursuant to (i) the Revolving Credit Agreement (as defined in the U.S. Security Agreement as defined below), (ii) the Security Agreement (as defined in the Revolving Credit Agreement, the "Revolving Security Agreement"), (iii) the Term Loan Agreement (as defined in the U.S. Security Agreement), (iv) that certain U.S. Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "U.S. Security Agreement"), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Grantors"), in favor of the Term Loan Collateral Agent, (v) the LuxCo Loan Agreement (as defined in the LuxCo Security Agreement), (vi) that certain LuxCo Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "LuxCo Security Agreement"), made by each of the Grantors (other than LuxCo) in favor of the LuxCo Loan Agent.

This Control Agreement is for the purpose of perfecting the security interests of (i) the Secured Parties (as defined in the Revolving Credit Agreement) (the "Revolving Secured Parties"), (ii) the Secured Parties (as defined in the U.S. Security Agreement) (the "Syndicated Secured Parties") and (iii) the Secured Parties (as defined in the LuxCo Security Agreement) (the "LuxCo Secured Parties", and together with the Syndicated Secured Parties and the Revolving Secured Parties, collectively, the "Secured Parties"; the Syndicated Secured Parties, together with the LuxCo Secured Parties are collectively referred to as the "Term Loan Secured Parties"), in each case granted by the Pledgor in the Designated Accounts (as defined below). Pursuant to the Revolving Security Agreement, the Pledgor has granted to the Revolving Credit Agent a first priority security interest in the Designated Accounts. Pursuant to the U.S. Security Agreement and the LuxCo Security Agreement, the Pledgor has granted to the Collateral Agent a second priority security interest in the Designated Accounts. Pursuant to the Intercreditor Agreement dated as of August [_], 2011 by and between, *inter alios*, the Revolving Credit

Agent, on behalf of and for the benefit of the Revolving Secured Parties, the Term Loan Collateral Agent, on behalf of and for the benefit of the Syndicated Secured Parties, and the LuxCo Loan Agent, on behalf of and for the benefit of the LuxCo Loan Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the Revolving Credit Agent has agreed to act as gratuitous bailee for and representative (as defined in Section 1-201(35) of the UCC (as defined below)) of the Collateral Agent for purposes of perfecting the security interest of the Collateral Agent for the benefit of the Term Loan Secured Parties.

As used in this Control Agreement, "Controlling Party" shall mean the Revolving Credit Agent; *provided* that at such time as the Revolving Credit Agent has provided the Financial Institution with a written notice that the Revolving Credit Agent has ceased to be the "Controlling Party" hereunder (such notice being the "Controlling Party Notice"), which notice the Revolving Credit Agent shall provide to the Financial Institution as soon as practicable following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, "Controlling Party" shall mean the Collateral Agent for the benefit of the Term Loan Secured Parties. The Financial Institution shall rely exclusively on a Controlling Party Notice as to the determination whether the Revolving Credit Agent or the Collateral Agent is the Controlling Party hereunder and shall be under no obligation to make any independent investigation thereof. In order to perfect the security interest of the Collateral Agent at any time that the Collateral Agent is not the Controlling Party, the parties hereto agree that the Financial Institution shall comply with instructions given by Collateral Agent in accordance with this Control Agreement directing the disposition of checks from time to time in the Account or as to any other matters relating to each Designated Account without further consent by the Pledgor if and only if such written instructions are consented to in writing by Revolving Credit Agent.

All references herein to the "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York. As used herein, "Event of Default" means the occurrence of an "Event of Default" under and as defined in the Revolving Credit Agreement and, following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, an "Event of Default" under and as defined in the Term Loan Agreement or the LuxCo Loan Agreement.

1. Confirmation of Establishment and Maintenance of Designated Account. The Financial Institution hereby confirms that (i) the Financial Institution has established for the Pledgor and maintains the deposit account(s) listed in Schedule 1 hereto (such deposit account(s), together with each such other deposit account maintained by the Pledgor with the Financial Institution collectively, the "Designated Accounts" and each a "Designated Account"), and (ii) each Designated Account is a "deposit account" as such term is defined in Article 9 of the UCC.

2. Control. The Controlling Party shall at all times have "control" (as defined in Section 9-104 of the UCC) of any Designated Account; *provided* that unless and until delivery by the Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution, the Pledgor shall have the right from time to time to write checks against and make withdrawals from and transfers of amounts in the Designated Accounts. From and after delivery by the Controlling Party of

Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution until such time as the Controlling Party delivers written notice to the Financial Institution rescinding such Notice of Sole Control (such period, the "Activation Period"), the Financial Institution shall comply solely with instructions originated by the Controlling Party without further consent of the Pledgor or any person or entity acting or purporting to act for the Pledgor being required, including without limitation, directing disposition of the funds in each Designated Account. Prior to and after the end of any Activation Period, the Financial Institution shall be entitled to honor the Pledgor's instructions and directions with respect to any transfer or withdrawal of funds from the Designated Accounts.

3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, operation of law or otherwise a security interest in any Designated Account, the Financial Institution hereby agrees that such security interest shall be subordinate to that of the Controlling Party. The funds deposited into any Designated Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person or entity other than the Secured Parties (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of its customary fees and expenses for the routine maintenance and operation of the Designated Accounts, including overdraft fees, and (ii) the face amount of any checks or other items which have been credited to any Designated Account but are subsequently returned unpaid because of uncollected or insufficient funds).

4. Choice of Law. Both this Control Agreement and the Designated Account(s) shall be governed by the law of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "bank's jurisdiction" (within the meaning of Section 9-304 of the UCC) and the Designated Account(s) shall be governed by the law of the State of New York.

5. Conflict with Other Agreements; Amendments. As of the date hereof, there are no other agreements entered into between the Financial Institution and the Pledgor with respect to any Designated Account or any funds credited thereto (other than standard and customary documentation with respect to the establishment and maintenance of such Designated Accounts). The Financial Institution and the Pledgor will not enter into any other agreement with respect to any Designated Account unless the Controlling Party shall have received prior written notice thereof. The Financial Institution and the Pledgor will not enter into any other agreement with respect to "control" of the Designated Accounts without the prior written consent of the Revolving Credit Agent and the Collateral Agent, each acting in its sole discretion. In the event of any conflict with respect to "control" over any Designated Account between this Control Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Control Agreement shall prevail. No amendment or modification of this Control Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

6. Notice of Adverse Claims. Except for the claims and interest of the Secured Parties and of the Pledgor in the Designated Account(s), the Financial Institution on the date hereof does

not know of any claim to, or security interest in, any Designated Account or in any funds credited thereto and does not know of any claim that any person or entity other than the Controlling Party has been given "control" of any Designated Account or any such funds. If any person or entity asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process and any claim of "control") against any funds in any Designated Account, the Financial Institution will promptly notify the Controlling Party and the Pledgor thereof.

7. Maintenance of Designated Accounts. In addition to, and not in lieu of, the obligation of the Financial Institution agreed in Section 2 hereof, the Financial Institution agrees to maintain the Designated Accounts as follows:

(i) Notice of Sole Control. Upon the occurrence and during the continuation of an Event of Default, the Controlling Party may deliver to the Financial Institution a notice of sole control in substantially the form set forth in Exhibit A hereto (the "Notice of Sole Control") with respect to any Designated Account. If at any time the Controlling Party delivers a Notice of Sole Control to the Financial Institution, the Financial Institution agrees that, after receipt of such notice, it will take all instruction with respect to such Designated Account solely from the Controlling Party. Without limiting the generality of the first sentence of this paragraph, upon receipt of a Notice of Sole Control, the Financial Institution shall follow all instructions given by the Controlling Party, including, without limitation, instructions for distribution or transfer of any funds in any Designated Account to be made to the Controlling Party. No later than five Business Days after such Event of Default shall have ceased to exist in accordance with the terms of the Revolving Credit Agreement, the Term Loan Agreement or the LuxCo Loan Agreement, as the case may be, the Controlling Party shall deliver written notice to the Financial Institution rescinding the applicable Notice of Sole Control.

(ii) Statements and Confirmations. The Financial Institution will promptly send copies of all statements and other correspondence (excluding routine confirmations) concerning any Designated Account to each of the Pledgor the Revolving Credit Agent and the Collateral Agent at the address set forth in Section 11 hereof. The Financial Institution will promptly provide to the Controlling Party and to the Pledgor, upon the Controlling Party's request therefore from time to time and, in any event as of the last Business Day of each calendar month, a statement of the cash balance in each Designated Account.

8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(i) The Designated Accounts have been established as set forth in Section 1 hereof and each Designated Account will be maintained in the manner set forth herein until termination of this Control Agreement. The Financial Institution shall not change the name or account number of any Designated Account without the prior written consent of Revolving Credit Agent and the Collateral Agent.

(ii) The Financial Institution is a "bank," as such term is defined in the UCC.

(iii) This Control Agreement is the valid and legally binding obligation of the Financial Institution, enforceable against the Financial Institution in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(iv) The Financial Institution has not entered into any agreement with any person or entity pursuant to which it has agreed to comply with any orders or instructions with respect to any Designated Account other than the Controlling Party. Until the termination of this Control Agreement, the Financial Institution will not, without the written approval of the Controlling Party, enter into any agreement with any person or entity pursuant to which it agrees to comply with any orders or instructions of such person or entity with respect to any Designated Account.

(v) The Financial Institution has not entered into any other agreement with the Pledgor or the Controlling Party purporting to limit or condition the obligation of the Financial Institution to comply with any orders or instructions with respect to any Designated Account as set forth in Section 2 hereof.

9. Indemnification of Financial Institution. The Pledgor and the Controlling Party hereby agree that (a) the Financial Institution is released from any and all liabilities to the Pledgor and the Controlling Party arising from the terms of this Control Agreement and the Financial Institution's compliance with the terms of this Control Agreement, except to the extent that such liabilities arise from the Financial Institution's gross negligence or willful misconduct, and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Control Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, claims, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Control Agreement.

10. Successors; Assignment. The terms of this Control Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assignees.

11. Notices. Any notice, request or other communication required or permitted to be given under this Control Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by facsimile transmission or other electronic means and electronic confirmation of error free receipt is received or two days after being sent by certified or registered United

States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

(i) if to the Pledgor, at:

[ ]
[ ]
[ ]

Attention:
Facsimile:
Telephone:

(ii) if to the Financial Institution, at:

Financial Institution:
[ ]
[ ]
[ ]

Attention:
Facsimile:
Telephone:

(iii) if to the Revolving Credit Agent, at:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Facsimile: (312) 765-1641
Telephone: (312) 461-2116

(iv) if to the Collateral Agent, at:

Collateral Agent:
Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile: (212) 284-3444

Any party may change its address for notices in the manner set forth above.

12. Termination. The rights and powers granted herein to the Controlling Party have been granted in order to perfect the security interests of the Secured Parties in the Designated Accounts and are powers coupled with an interest that will be affected neither by the bankruptcy of the Pledgor nor by the lapse of time. The obligations of the Financial Institution hereunder shall continue in effect until (a) the termination of the security interests of the Secured Parties with respect to the Designated Account(s) and the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of such termination in writing or (b) the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of a termination in writing.

13. Severability. If any term or provision set forth in this Control Agreement shall be invalid or unenforceable, the remainder of this Control Agreement, other than those provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

14. Counterparts. This Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Control Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Control Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Control Agreement.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Control Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

[_____]

By: _____
Name:
Title:

BMO HARRIS BANK N.A.
as Revolving Credit Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as Term Loan Collateral Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as LuxCo Loan Agent

By: _____
Name:
Title:

[_____], as Financial Institution

By: _____
Name:
Title:

SCHEDULE 1

Designated Account(s)

EXHIBIT A

[Letterhead of Controlling Party]

[Date**]**

[Financial Institution**]**
[Address**]**

Attention: _____

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in Section 7(i) of the Deposit Account Control Agreement dated as of **[**_____**]**, among **[**applicable Pledgor**]**[4], us and you (the "Control Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Control Agreement) (a copy of which is attached), we hereby give you notice of our sole control over the Designated Account(s), account number(s): _____ (the "Specified Designated Accounts"). You are hereby instructed not to accept any direction or instructions with respect to the Specified Designated Accounts or any funds credited thereto from any person or entity other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[**applicable Pledgor**]**.

Very truly yours,

[_____], as Controlling Party

By: _____
Name:
Title:

cc: **[**applicable Pledgor**]**

4. Insert applicable Loan Party.

EXHIBIT 6

[Form of]

COPYRIGHT SECURITY AGREEMENT

This Copyright Security Agreement (this "Copyright Security Agreement"), dated as of **[_____]**, by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Term Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Copyright Collateral"):

(a) the Copyrights of such Pledgor listed on Schedule 2[1] hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Copyright Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Copyright Security Agreement is deemed to be inconsistent with or in

1. List the Copyrights that are Registered as identified in the Perfection Certificate related to the Pledgors.

conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyrights under this Copyright Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Register of Copyrights and any other applicable government officer record this Copyright Security Agreement.

SECTION 6. Execution in Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____][2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1

to

COPYRIGHT SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2

to

COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Copyright Registrations:

PLEDGOR OWNER	TITLE OF WORK	COUNTRY	TITLE	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Copyright Applications:

PLEDGOR OWNER	TITLE OF WORK	COUNTRY	TITLE	APPLICATION NO.	FILING DATE

EXHIBIT 7

[Form of]

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated as of **[**_____**]**,by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Patent Collateral"):

(a) the Patents of such Pledgor listed on Schedule 2[1] hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Patent Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in conflict with the U.S.

[1] List the Patents identified in the Perfection Certificate related to the Pledgors.

Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____**]**[2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1

to

PATENT SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Patents:

PLEDGOR OWNER	TITLE	COUNTRY	PATENT NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Patent Applications:

PLEDGOR OWNER	TITLE	COUNTRY	APPLICATION NO.	FILING DATE

EXHIBIT 8

[Form of]

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of **[**_____**]**,by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2[1] hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

[1] List the Trademarks that are Registered as identified in the Perfection Certificate related to the Pledgors.

Collateral Agent pursuant to the U.S. Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____][2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE

EXHIBIT K-2

FORM OF
QUEBEC SECURITY AGREEMENT

(See Tabs 3-6)

DEED OF HYPOTHEC

ON THIS _____ (___) day of August, two thousand and eleven (2011)

BEFORE _____, the undersigned Notary practising in the Province of Québec in the City of Montréal

APPEARED: **FONDS LUXLAS, SOCIÉTÉ EN COMMANDITE / LUXLAS FUND LIMITED PARTNERSHIP** (the "**Borrower**"), a limited partnership duly formed under the laws of Québec, having its head office or domicile at 755 rue Principale, Rougemont, Québec, J0L 1M0, acting through its general partner **7925271 CANADA INC**, a corporation incorporated under the *Canada Business Corporations Act*, represented by Denis Boudreault, (the "**General Partner**"), duly authorized for the purposes hereof by a resolution of its board of directors, certified copies, extracts or duplicates of which are annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representatives in the presence of the undersigned Notary;

AND: **7925271 CANADA INC**, a corporation incorporated under the *Canada Business Corporations Act*, having its head office at 755 rue Principale, Rougemont, Québec, J0L 1M0, represented by Denis Boudreault, duly authorized for the purposes hereof by a resolution of its board of directors, certified copies, extracts or duplicates of which is annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary;

(collectively, the "**Grantors**" and, individually, the "**Grantor**")

AND: **JEFFERIES FINANCE LLC**, a limited liability company organized under the laws of

Delaware, having **[its principal]** place of business at 520 Madison Avenue, 16th Floor, New York, New York, USA, [10022], represented by **[Mary Jeanne Phelan]**, its representative duly authorized for the purposes hereof pursuant to **[a power of attorney]**, certified copies, extracts or duplicates of which are annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary;

(in its aforesaid capacity, or any successor in such capacity, the "**Trustee**")

WHEREAS the Borrower is desirous of issuing debentures and securing the payment thereof in the manner hereinafter provided.

WHEREAS the Borrower, as borrower, the guarantors from time to time party thereto, as guarantors, Jefferies Finance LLC, as, *inter alia*, administrative agent and collateral agent, Bank of Montreal, as, *inter alia*, syndication agent, the lending institutions and other entities from time to time party thereto as lenders and the other Persons party thereto have entered into that certain term loan agreement, dated on or about the date hereof (as amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**Term Loan Agreement**").

WHEREAS the Grantors have agreed to execute and deliver the present deed (as amended, supplemented, restated, replaced or otherwise modified from time to time, "**this Deed**") in favour of the Trustee.

WHEREFORE, the parties hereto have agreed as follows in the presence of the said Notary:

1. INTERPRETATION

Unless otherwise defined herein, all capitalized terms when used herein (including in the recitals hereto, which form an integral part hereof) shall have the same meanings as ascribed thereto whether directly or by reference in the Term Loan Agreement. All other capitalized terms contained in this Deed, unless the context indicates otherwise, have the meaning ascribed thereto below:

1.1 "**Collateral Account**" means one or more collateral accounts or sub-account established and maintained from time to time by the

Trustee where money, cash or otherwise is deposited or credited by either of the Grantors and all property from time to time on deposit in the Collateral Account.

1.2 "**Copyrights**" means, collectively, all works of authorship (whether or not protected by statutory or common law copyright, whether established or registered in Canada, the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications, together with any and all (a) tangible embodiments of any of the foregoing, (b) rights and privileges arising under applicable Legal Requirements with respect to the use of such copyrights, (c) reissues, renewals, continuations, modifications, and extensions thereof and derivative works, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

1.3 "**Debentureholder**" or "**Holder**" means a person entered as a holder of Debentures in the register maintained for that purpose by the Trustee.

1.4 "**Debentures**" means the debentures which have been or may be issued hereunder.

1.5 "**Deposit Accounts**" means, collectively, with respect to each Grantor, (a) all "deposit accounts" held in any bank or financial institution, each Collateral Account and all accounts and sub-accounts relating to any of the foregoing accounts and (b) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (a) of this definition.

1.6 "**Event of Default**" means any of the events of default specified in Section 13.1.

1.7 "**Hypothec**" has the meaning ascribed thereto in Section 4.1.

1.8 "**License Agreements**" means, collectively, all agreements, consents, franchises and covenants not to sue relating to the license, development, use or disclosure of any Patent, Trademark, Copyright or Trade Secret, other than (i) agreements relating to off-the-shelf or click through computer programs that are generally available to the public and (ii) non-disclosure agreements, but only to the extent they are entered into for purposes of exploring potential business relationships with third parties and do not include any license or development of intellectual property rights, together with any and all

(a) renewals, extensions, supplements and continuations thereof, (b) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (c) rights to sue for past, present or future infringements or violations thereof and (d) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets.

1.9 "**Patents**" means, collectively, all patents, patent applications, utility models and statutory invention registrations (whether established or registered or recorded in Canada, the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any patents, (b) inventions and improvements described and charged therein, (c) reissues, divisions, continuations, renewals, extensions, modifications and continuations-in-part thereof, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

1.10 "**Perfection Certificate**" means the perfection certificate dated as of or about the date hereof, executed and delivered, *inter alia*, by each Grantor in favour of the Trustee, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

1.11 "**securities**" has the meaning ascribed thereto in Section 10.1

1.12 "**STA**" means the *An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Québec)* or other similar legislation (as in effect from time to time).

1.13 "**Term Loan Agreement**" has the meaning ascribed thereto in the recitals.

1.14 "**Trademarks**" means, collectively, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in Canada, the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any trademarks, (b)

goodwill associated therewith or symbolized thereby, (c) reissues, continuations, extensions and renewals thereof, (d) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

1.15 "**Trade Secrets**" means, collectively, (a) all know-how, trade secrets and confidential or proprietary information, including customer and supplier lists, proprietary information, inventions, methods, plans, policies, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, pricing and cost information and business and marketing plans and proposals, (b) all registrations and applications for registrations for any of the foregoing, (c) all tangible embodiments of any of the foregoing, (d) the right to limit the use or disclosure of any of the foregoing by any Person, (e) all rights and privileges arising under applicable Legal Requirements with respect to the use of any such information, (f) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements or misappropriations thereof, (g) rights corresponding thereto throughout the world and (h) rights to sue for past, present or future infringements thereof.

2. ISSUE OF DEBENTURES

2.1 **Principal Amount.** The Debentures which may be created and issued under this Deed are limited to the aggregate principal amount of FOUR HUNDRED MILLION CANADIAN DOLLARS (Cdn. $400,000,000) and may be created and issued for such amounts and on such terms as the directors of the Borrower may determine.

2.2 **Form of Debentures.** The Debentures shall be substantially in the form set out in Section 17 of this Deed.

2.3 **Payment of Debentures.** The Debentures shall bear the date of their issuance and shall be payable at the place indicated therein or at any other place subsequently designated by the holders thereof. The Debentures shall bear interest from the date of their issuance, both before and after maturity, at the rate of TWENTY-FIVE percent (25%) per annum. The principal and interest of the Debentures shall be payable on demand, with interest on overdue interest at the aforementioned rate.

2.4 **Signature.** The Debentures may be signed by any authorized officer or director of the Borrower, or any other Person designated by the directors of the Borrower.

2.5 **Validity.** The execution of the Debentures by the Borrower shall constitute conclusive evidence that the Debentures have been issued hereunder but shall not be construed as a representation or warranty by the Trustee as to the validity of this Deed, the security constituted hereby or the Debentures, and the Trustee shall in no way be liable for the use made of the Debentures or the proceeds thereof. So long as the Debentures are outstanding, the Borrower shall not issue additional debentures except in accordance with the Term Loan Agreement.

2.6 **Hypothecation or Assignment.** The Debentures may be hypothecated, pledged or assigned by the Borrower as security for any indebtedness or any other obligations, direct or indirect, present or future, of the Borrower or any other Person or may be sold or otherwise alienated. In the event of such hypothec, pledge or assignment, the extinction of the underlying indebtedness or obligation shall not constitute payment of the Debentures. The holder of any Debenture so hypothecated, pledged or assigned shall have the right to cause the Trustee to enter its name and address in the register hereinafter mentioned.

2.7 **Rank.** All Debentures shall rank equally and shall be equally and rateably secured by the Hypothec (as hereinbelow defined) constituted by this Deed.

The Trustee shall keep at its office located at the address indicated on the first page of this Deed (or at such other address as the Trustee may indicate in a notice to the Grantor and the Debentureholders) a register in which shall be entered the name and address of each of the Debentureholders. No transfer of Debentures shall be valid unless made on such register and upon compliance with such reasonable requirements as the Trustee may prescribe. The registered holder of a Debenture shall be deemed to be the owner thereof for all purposes of this Deed.

2.8 **Replacement Certificate.** Upon request from a Debentureholder and subject to such reasonable requirements as the Trustee may prescribe, the grantor shall issue and deliver a new Debenture certificate in place of a Debenture certificate requiring replacement by reason of such certificate having been lost, mutilated or destroyed or for any other reason.

3. SECURED OBLIGATIONS

3.1 The Hypothec (as hereinbelow defined) constituted by this Deed secures, without duplication, the payment and performance of the following obligations (hereinafter collectively called the "**Obligations**"):

3.1.1 the prompt payment of the principal amount of the Debentures and all interest thereon;

3.1.2 the strict performance and observance by the Grantors of all agreements, warranties, representations, covenants, conditions and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) pursuant to or in connection with this Deed, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time; and

3.1.3 the prompt payment of all amounts payable hereunder and the legitimate costs (including, without limitation, all reasonable fees, charges and disbursements of counsel) that the Trustee may incur to recover the Obligations and preserve the Hypothecated Property (as such expression is hereinbelow defined).

4. HYPOTHEC

4.1 **Amount of Hypothec.** To secure the payment and performance of the Obligations, each Grantor hereby hypothecates and, to the extent necessary or useful, particularly, but without limitation with respect to property located outside of the Province of Québec or property used in more than one jurisdiction, creates a security interest in and pledge on (the hypothec, pledge and the security interest are hereinafter collectively called the "**Hypothec**"), in favour of the Trustee, the property described in Section 4.2 hereof for the following amounts:

4.1.1 an amount of FOUR HUNDRED MILLION CANADIAN DOLLARS (Cdn. $400,000,000);

4.1.2 plus interest on such amount, calculated from the date of this Deed and compounded annually, at the rate of twenty-five percent (25 %) per annum.

4.2 **Description of Hypothecated Property.** The Hypothecs constituted by this Deed charge the universality of all property of each Grantor, movable and immovable, present and future, corporeal and incorporeal, tangible and intangible of whatever nature and wherever situated, the whole in favour of the Trustee for the benefit of the Debentureholders, (the "**Hypothecated Property**"), including, without limitation:

4.2.1 all the immovables of such Grantor, including without limitation those (if any) described or referred to in Section 16 hereof, together with everything that may be or become incorporated therewith or permanently physically attached or joined thereto or united thereto by accession, and all real rights relating or attaching to such immovables and all present and future rents payable under any current or future leases therefor (including amounts payable for any right of emphyteusis, use or occupancy) and all indemnities paid under the insurance contracts covering such rents or income losses as well as all proceeds and claims in any form derived directly or indirectly from any of the foregoing or any part thereof and any payment that indemnifies or compensates for such property lost, damaged or destroyed,

4.2.2 all tools and equipment pertaining to the enterprise of such Grantor, all claims and customer accounts, all patents, trademarks and other intellectual property rights, and all corporeal movables included in the assets of such Grantor's enterprises kept for sale, lease or processing in the manufacture or transformation of property intended for sale, for lease or for use in providing a service,

4.2.3 all of the securities of such Grantor (other than those it holds in Pappas Lassonde Holding Inc.) are described in Section 16, which are also covered by Section 10 hereof,

4.2.4 all of such Grantor's rights in any credit balances, monies or deposits in a Collateral Account (subject to compensation or set-off rights) or by any financial institution or any other Person, (including any credit balances, monies or deposits therein), and

4.2.5 all of such Grantor's rights, title and interest in, to and under the contracts, agreements, deeds, licenses, permits and leases, present and future, entered into from time to time by such Grantor or issued in its favour to which it is a party, and all renewal thereof together with the present and continuing right to make a claim thereunder and to

enforce or cause the enforcement of all of the said rights, titles and interest of such Grantor. It is agreed that the Hypothec created hereunder does not extend to any contract, agreement, deed, license or permit to the extent that the creation of the Hypothec constituted by this Deed would constitute a breach of same unless and until the lease, license, consent or approval of the applicable counterparty has been obtained; the application of the Hypothec created hereunder on such contract, agreement, deed, license or permit shall be under the suspensive condition of obtaining such lease, license, consent or approval, provided that the proceeds therefrom shall be immediately hypothecated hereunder to the extent that the hypothecation of such proceeds is not prohibited.

The parties hereto acknowledge and confirm that:

4.2.6 the Hypothec created on the Hypothecated Property pursuant to this Deed is not and shall not be construed as a floating hypothec within the meaning of Articles 2715 et seq. of the *Civil Code of Québec* (as in effect from time to time, the "**Civil Code**");

4.2.7 the Hypothec constituted by this Deed will remain in full force and effect for the full amount stipulated in Section 4.1 hereof until such time as the Obligations are fully extinguished and an express discharge is granted by the Trustee to the Grantors. The Hypothec, security and rights hereby created in favour of the Trustee will not be extinguished, reduced, novated or otherwise affected by any payments made to or amounts received by the Trustee, directly or indirectly, from the Grantors or any other party or as a result of any insurance indemnities arising from loss or damage to any of the Hypothecated Property or by reason of the collection of any claims hypothecated hereunder; and

4.2.8 should the Obligations at any time be fully extinguished without an express discharge of the Hypothec constituted by this Deed having been granted, and should any new Obligations arise, the security created hereunder will secure such new Obligations in the same manner and to the same extent as if there had never occurred an extinction of any of the Obligations and each Grantor is and shall remain obligated under the provisions hereof. Each Grantor shall be deemed to have obligated itself for such new Obligations pursuant to the provisions hereof and the Hypothec constituted by this Deed shall secure

such new Obligations as contemplated by Article 2797 of the Civil Code.

5. PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES; USE OF PLEDGED HYPOTHECATED PROPERTY

5.1 **Statements of Registration and Other Filings; Maintenance of Opposable Hypothec.** Each Grantor represents and warrants that the only registrations, filings and recordings necessary to render opposable against third parties or perfect the Hypothec granted by each Grantor to the Trustee in respect of the Hypothecated Property are listed on Schedule 5 of the Perfection Certificate. All such registrations, filings and recordings will be registered or delivered forthwith following the date hereof to the Trustee in completed and, to the extent necessary, advisable or prudent, duly executed form for registration or filing in each applicable governmental, municipal or other office specified in Schedule 5 of the Perfection Certificate. Each Grantor agrees that at the sole cost and expense of the Grantors, (i) such Grantor will maintain the Hypothec created by this Deed in the Hypothecated Property as a valid and enforceable first-ranking Hypothec opposable against third parties or perfected (subject to Permitted Liens) and shall defend such Hypothec against the claims and demands of all Persons, (ii) such Grantor shall furnish to the Trustee from time to time statements and schedules further identifying and describing the Hypothecated Property and such other reports in connection with the Hypothecated Property as the Trustee may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the written request of the Trustee, such Grantor shall promptly (and in any event within three Business Days) and duly execute and deliver, and file and have recorded, such further instruments and documents and take such further action as the Trustee may reasonably request for the purpose of obtaining or preserving the full benefits of this Deed and the rights and powers herein granted, including the registrations made at the RPMRR in accordance with the CCQ (or other similar laws) in effect in any jurisdiction with respect to the Hypothec created hereby and the execution and delivery of control agreements, all in form reasonably satisfactory to the Trustee and in such offices (including the Canadian Intellectual Property Office) wherever required by or applicable under applicable Legal Requirements to perfect or render opposable against third parties (to the extent a hypothec in such Hypothecated Property may be rendered opposable against third parties or perfected under applicable Legal Requirements), continue and maintain a valid, enforceable, perfected, first-ranking Hypothec (subject to Permitted Liens) in the Hypothecated Property as provided herein and to preserve the other

rights and interests granted to the Trustee hereunder, as against third parties, with respect to the Hypothecated Property.

5.2 **Other Actions.** In order to further ensure the opposability and priority of, and the ability of the Trustee to enforce, the Trustee's Hypothec in the Hypothecated Property, each Grantor represents and warrants and covenants as follows, in each case at such Grantor's own expense, to take the following actions with respect to the following Hypothecated Property:

5.2.1 Instruments. As of the date hereof, each Grantor hereby represents and warrants that (i) no amounts individually in excess of $100,000 or in the aggregate in excess of $500,000 payable under or in connection with any of the Hypothecated Property are evidenced by any promissory notes, drafts, bills of exchange or acceptances ("**Instruments**") other than such Instruments listed on Schedule 12 to the Perfection Certificate, (ii) the Intercompany Subordinated Note has been properly delivered to the Trustee, accompanied by an endorsement to the Intercompany Subordinated Note in the form attached thereto duly executed in blank by each Grantor and (iii) each such Instrument individually in excess of $100,000 or in the aggregate in excess of $500,000 has been properly endorsed, assigned and delivered to the Trustee, accompanied by instruments of transfer or assignment duly executed in blank. If any amount individually in excess of $100,000 or in the aggregate in excess of $500,000 then payable under or in connection with any of the Hypothecated Property shall be evidenced by any Instrument, the Grantor acquiring such Instrument shall promptly and in any event within three Business Days (or such longer period as may be agreed to in writing by the Trustee in its sole discretion), endorse, assign and deliver the same to the Trustee, accompanied by such instruments of transfer or assignment duly executed in blank as the Trustee may from time to time specify.

5.2.2 Deposit Accounts. Each Grantor hereby represents and warrants that (i) as of the date hereof, such Grantor has neither opened nor maintains any Deposit Accounts other than the accounts listed in Schedule 16 to the Perfection Certificate, and (ii) such Grantor and each applicable bank or financial institution has executed and delivered a blocked account agreement in such form that is reasonably satisfactory to the Trustee with respect to each Deposit Account of such Grantor listed on Schedule 16 to

the Perfection Certificate other than Excluded Accounts. No Grantor shall hereafter establish and maintain any Deposit Account with respect to which such Grantor is required to enter into a blocked account agreement hereunder unless (A) the applicable Grantor shall have given the Trustee prior written notice of its intention to establish such new Deposit Account with a bank, (B) such bank shall be reasonably acceptable to the Trustee and (C) such bank and such Grantor shall have duly executed and delivered to the Trustee a blocked account agreement with respect to such Deposit Account. The provisions of this Section 5.2.2 shall not apply to (x) any Excluded Accounts or (y) any Collateral Account or any other Deposit Accounts for which the Trustee is the bank.

5.2.3 Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit or letter of guarantee now or hereafter issued in favour of such Grantor, in the face amount in excess of $100,000 individually or $500,000 in the aggregate, such Grantor shall promptly and in any event within three Business Days of becoming a beneficiary thereunder (or such later date as may be agreed to in writing by the Trustee in its sole discretion) notify the Trustee thereof and such Grantor shall, at the request of the Trustee, pursuant to an agreement in form and substance reasonably satisfactory to the Trustee, either (i) arrange for the issuer and any confirmer or other nominated Person of such letter of credit or letter of guarantee to consent to an assignment to the Trustee of the proceeds of any drawing under the letter of credit or letter of guarantee or (ii) arrange for the Trustee to become the transferee beneficiary of such letter of credit or letter of guarantee, with the Trustee agreeing, in each case, that the proceeds of any drawing under the letter of credit or letter of guarantee are to be directed to an account that is subject to a Control Agreement.

5.2.4 Hypothecated Property in the Possession of a Third Party. If any Hypothecated Property consisting of equipment or inventory is in possession or control of any third party, including any warehouseman, landlord, lessor, bailee or agent, the Grantors shall notify the Trustee thereof and notify the third party of the Trustee's Hypothec therein and use best efforts to obtain an acknowledgment from such third party that (i) it is holding the equipment and inventory for the benefit of the Trustee and (ii) such party will comply with instructions from the Trustee with

respect to such Hypothecated Property, without further consent of any Grantors.

5.3 **Supplements; Further Assurances.** Each Grantor shall take such further actions, and execute and deliver to the Trustee such additional assignments, agreements, supplements, powers and instruments, as the Trustee may deem necessary, advisable or prudent, wherever required by applicable Legal Requirements, in order to perfect, preserve, protect and render opposable against third parties the Hypothec and the priority thereof in the Hypothecated Property as provided herein and the rights and interests granted to the Trustee hereunder, to carry into effect the purposes hereof or better to assure and confirm unto the Trustee the Hypothecated Property or permit the Trustee to exercise and enforce its rights, powers and remedies hereunder with respect to any Hypothecated Property. Without limiting the generality of the foregoing, each Grantor shall make, execute, endorse, acknowledge, register or reregister, file or refile and/or deliver to the Trustee from time to time upon reasonable request such lists, descriptions and designations of the Hypothecated Property, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, statements or application of registration, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Trustee shall reasonably request. If an Event of Default has occurred and is continuing, the Trustee may institute and maintain, in its own name or in the name of any Grantor, such suits and proceedings as the Trustee may be advised by counsel shall be necessary, advisable or prudent to prevent any impairment of the Hypothec in the Hypothecated Property or the perfection or priority thereof. If (x) an Event of Default has occurred and is continuing or (y) a landlord of any Grantor shall provide notice of default under or termination of any lease to which a Grantor is a party such Grantor shall use commercially reasonable efforts to cause such landlord to agree (in a writing addressed to the Trustee) to extend the time period provided by such landlord for the removal of Hypothecated Property from the leased premises for a period, and otherwise on terms and conditions, reasonably satisfactory to the Trustee; provided that, in connection therewith, no Grantor shall agree, directly or indirectly, with any landlord to abandon any Hypothecated Property or waive or limit such Grantor's rights in any Hypothecated Property. All of the foregoing shall be at the sole cost and expense of the Grantors and shall be paid in accordance with Section 11.03 of the Term Loan Agreement.

6. GRANTORS' REPRESENTATIONS AND WARRANTIES

6.1 **Grantors' Representations and Warranties.** Each Grantor hereby represents and warrants to the Trustee that:

6.1.1 All the immovables of which it is currently the owner are described in Section 16 hereof and it is the sole owner thereof.

6.1.2 Each Grantor is the sole owner of all of the Securities described in Section 16 hereof owned by such Grantor.

6.1.3 As of the date hereof, none of the claims forming part of the Hypothecated Property is secured by a registered hypothec.

6.1.4 No Grantor has registered, nor authorized any third party to register (nor will there be) any valid or effective security (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Hypothecated Property other than registrations and other statements and instruments filed in favour of the Trustee, or relating to Permitted Liens, or as otherwise permitted by the Term Loan Agreement or registrations or public notices. Prior to the Termination Date, no Grantor shall execute, authorize or permit to be filed in any public office any registration (or similar statement or instrument of registration under the law of any jurisdiction) relating to any Hypothecate Property, except registrations and other statements and instruments filed or to be filed in respect of and covering the security granted by such Grantor in favor of the Trustee, or any holder of Permitted Liens, or as otherwise permitted by the Term Loan Agreement.

6.1.5 As of the date hereof, all equipment and inventory of such Grantor is located at the chief executive office or such other location listed at Section 16.4. Such Grantor will (a) provide the Trustee with not less than 10 Business Days' prior written notice of its intention to move any equipment or inventory from such location to another location, and will provide the Trustee with such other information in connection with such location as the Trustee may reasonably request for purposes of maintaining the perfection and priority of the Hypothec of the Trustee in such equipment and inventory and (b) take all other actions reasonably requested by the Trustee to maintain the perfection and priority of the Hypothec of

the Trustee in such equipment and inventory for the benefit of the Debentureholders.

6.1.6 Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name or been party to any merger or consolidation, or acquired all or substantially all of the assets of any Person, in each case other than as set forth in Section 16.5.

6.1.7 All of the securities forming part of the Hypothecated Property have been, and to the extent any securities are hereafter issued, such securities will be, upon such issuance, duly authorized, validly issued and fully paid and non-assessable. All of the securities listed in Section 16.2 have been fully paid for, and there is no amount or other obligation owing by any Grantor to any issuer of such securities in exchange for or in connection with the issuance of such securities or any Grantor's status as a partner or a member of any issuer of such securities.

6.1.8 Except for any consents already obtained and any notice of exercise of hypothecary rights required under applicable laws, no consent of any party (including, without limitation, equity holders or creditors of such Grantor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required (a) for the exercise by the Trustee of the voting or other rights provided for in this Deed or (b) for the exercise by the Trustee of the remedies in respect of the Hypothecated Property. If the Trustee desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Deed and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the request of the Trustee, each Grantor agrees to use its best efforts to assist and aid the Trustee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

6.1.9 Except as set forth on Schedules 3.06(a), 3.06(c) or 3.06(e) to the Term Loan Agreement:

(a) To the knowledge of the Grantors, the operation of such Grantor's business as currently conducted or as contemplated to be conducted and the use of the Intellectual Property in connection therewith does not

infringe, misappropriate, or dilute the intellectual property rights of any third party.

(b) Such Grantor is licensed to use or is the exclusive owner of all right, title and interest in and to the Intellectual Property that is material to its business, and is entitled to use such Intellectual Property subject only to the terms of the License Agreements.

(c) The Intellectual Property set forth at Section 16.3 includes all of the following that are owned by such Grantor (or in the case of License Agreements, to which such Grantor is a party) as of the date hereof: Patents that are registered, Trademarks that are registered, Copyrights that are registered and License Agreements.

(d) The registered Intellectual Property is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of such Grantor's knowledge, is valid and enforceable.

(e) Such Grantor has made or performed all registrations, filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest in each and every item of registered Intellectual Property in full force and effect throughout the world, and to protect and maintain its interest therein including, without limitation, recordations of any of its interests in the Copyrights, Patents and Trademarks that are registered with the Canadian Intellectual Property Office and in corresponding national and international patent and trademark and copyright offices.

(f) To Grantor's knowledge, no claim, action, suit, investigation, litigation or proceeding has been instituted or is pending or has been asserted or threatened against such Grantor (i) based upon or challenging or seeking to deny or restrict the Grantor's rights in or use of any of the Intellectual Property, (ii) alleging that the Grantor's rights in or use of the Intellectual Property or that any services provided by, processes used by, or products manufactured or sold by, such Grantor infringe, misappropriate, or dilute any patent, trademark, copyright or any other proprietary right of any third party, or (iii) alleging that the Intellectual Property is

being licensed or sublicensed in violation or contravention of the terms of any license or other agreement. To Grantor's knowledge, no Person is engaging in any activity that infringes, misappropriates, or dilutes or otherwise violates the Intellectual Property or the Grantor's rights in or use thereof. Except as set forth on Schedule 13 to the Perfection Certificate, such Grantor has not granted in writing any license, release, covenant not to sue, non-assertion assurance, or other right to any Person with respect to any part of the Intellectual Property. The consummation of the transactions contemplated by the Term Loan Agreement and this Deed will not result in the alteration or impairment of any of the Intellectual Property.

(g) With respect to each License Agreement: (i) such License Agreement is valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof; (ii) such License Agreement will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under such License Agreement or otherwise give any party thereto a right to terminate such License Agreement; (iii) such Grantor has not received any notice of termination or cancellation under such License Agreement; (iv) such Grantor has not received any notice of a material breach or default under such License Agreement, which breach or default has not been cured; (v) such Grantor has not granted to any other third party any rights, adverse or otherwise, under such License Agreement other than as permitted by the terms of such License Agreement; and (vi) neither such Grantor nor to the knowledge of such Grantor any other party to such License Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a material breach or default or permit termination, modification or acceleration under such License Agreement.

(h) To the best of such Grantor's knowledge, (i) none of the Trade Secrets of such Grantor has been used,

divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; (ii) no employee, independent contractor or agent of such Grantor has misappropriated any trade secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and (iii) no employee, independent contractor or agent of such Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property.

(i) No Grantor or Intellectual Property is subject to any outstanding written consent, settlement, agreement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property or that would impair the validity or enforceability of such Intellectual Property.

6.1.10 The Grantors shall take all actions necessary to obtain and maintain such insurance as is required pursuant to the Term Loan Agreement. In the event that the proceeds of any insurance claim are paid after the Trustee has exercised its right to foreclose after an Event of Default, such Net Cash Proceeds shall be paid to the Trustee to satisfy any deficiency remaining after such foreclosure. The Trustee shall retain its interest in the insurance policies and coverages required to be maintained pursuant to the Term Loan Agreement during any redemption period.

6.1.11 Each Grantor may at its own expense contest the validity, amount or applicability of any Charges so long as the contest thereof shall be conducted in accordance with, and not prohibited pursuant to the provisions of, the Term Loan Agreement. Notwithstanding the foregoing sentence, (a) no contest of any such obligation may be pursued by such Grantor if such contest could reasonably be expected to expose the Trustee or any other Debentureholder to (i) any possible criminal liability or (ii) any additional civil liability for failure to comply with such obligations unless such Grantor shall have furnished a bond or other security therefore satisfactory to the Trustee, or such Debentureholder, as the case may be, and

(b) if at any time payment or performance of any obligation contested by such Grantor pursuant to this Section 6.1.11 shall become reasonably necessary to prevent the imposition of remedies because of non-payment, such Grantor shall pay or perform the same in sufficient time to prevent the imposition of remedies in respect of such default or prospective default.

6.1.12 No Grantor shall (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Hypothecated Property hereunder except to the extent not prohibited by and otherwise subject to the requirements of the Term Loan Agreement or (b) create or permit to exist any Lien upon or with respect to any of the Hypothecated Property other than Permitted Liens.

6.1.13 As of the date hereof, it has no claim that is subject to the *Financial Administration Act* (Canada).

7. GRANTOR'S UNDERTAKINGS

7.1 **Registration.** Without limiting the Grantors' obligations under the Term Loan Agreement should any Grantor acquire any immovable, such Grantor shall inform the Trustee of such acquisition in writing and shall provide it with a precise description of such immovable and supply all the appropriate information to enable the Hypothec hereby granted to be registered against such immovable.

7.2 **Grantor's defence of Claims; transferability of Hypothecated Property.** Each Grantor shall, at its own cost and expense, defend title to the Hypothecated Property granted to the Trustee and the priority thereof required under the Term Loan Agreement against all claims and demands of all Persons, at its own cost and expense, at any time claiming any interest therein adverse to the Trustee or any other Debentureholder or Secured Party. There is no agreement that restricts the transferability of any material portion of the Hypothecated Property or impairs or conflicts with such Grantor's obligations or the rights of the Trustee hereunder, and no Grantor shall enter into any such agreement or take any other action that would have any such effect.

8. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

All representations, warranties, covenants, agreements, undertakings and conditions made in this Deed, which, if not true, accurate and complete in all material respects when made and which, if not performed in accordance with the terms thereof, are material, shall be considered to have been relied on by the Trustee and shall survive the execution and delivery of this Deed or any investigation made at any time by or on behalf of the Trustee and any disposition or payment of the Obligations until repayment and performance in full of the Obligations and termination of all rights of the Grantors that, if exercised, would result in the existence of Obligations.

9. PROVISIONS APPLICABLE TO THE HYPOTHEC ON CLAIMS

The following provisions apply to claims owed to the Grantors and hypothecated in favour of the Trustee, including present and future rents payable under current and future leases (including amounts payable for any rights of emphyteusis, use or occupation) affecting all or part of the Hypothecated Property.

9.1 **Special Representation and Warranties.** As of the time when each of its claim arises, each Grantor shall be deemed to have represented and warranted that such claim and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) to the Grantor's knowledge, represent the legal, valid and binding obligation of the account debtor, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or by equitable principles relating to enforceability, evidencing indebtedness unpaid and owed by such account debtor, arising out of the performance of labor or services or the sale, lease, license, assignment or other disposition and delivery of the goods or other property listed therein or out of an advance or a loan, (iii) will, in the case of a claim, except for the original or duplicate original invoice sent to purchase evidencing such purchaser's account, be the only original writing evidencing and embodying such obligation of the account debtor named therein and (iv) are in all material respects in compliance and conform with all applicable Legal Requirements.

9.2 **Maintenance of Records.** Each Grantor shall keep and maintain at its own cost and expense complete records of each claim, in a manner consistent with prudent business practices, including records of all payments received, all credits granted thereon, all merchandise

returned and all other documentation relating thereto. Each Grantor shall, subject to the terms of the Intercreditor Agreement, at such Grantor's sole cost and expense, upon the Trustee's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of claims, including all documents evidencing claims and any books and records relating thereto to the Trustee or to its representatives (copies of which evidence and books and records may be retained by such Grantor). Upon the occurrence and during the continuance of any Event of Default, the Trustee may transfer a full and complete copy of any Grantor's books, records, credit information, reports, memoranda and all other writings relating to the claims to and for the use by any Person that has acquired or is contemplating acquisition of an interest in the claims or the Trustee's Hypothhec therein without the consent of any Grantor.

9.3 **Legend.** At the request of the Trustee and in form and manner satisfactory to the Trustee, each Grantor shall legend the claims and the other books, records and documents of such Grantor evidencing or pertaining to the claims with an appropriate reference to the fact that the claims have been assigned to the Trustee for the benefit of the Debentureholders and that the Trustee has a hypothec thereon.

9.4 **Modification of Terms, etc.** No Grantor shall rescind or cancel any obligations evidenced by any claims or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business in a manner consistent with prudent business practices, or extend or renew any such obligations except in the ordinary course of business consistent with prudent business practices or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any claim or interest therein except in the ordinary course of business in a manner consistent with prudent business practices without the prior written consent of the Trustee. Each Grantor shall timely fulfill all obligations on its part to be fulfilled under or in connection with the claims.

9.5 **Collection by Trustee.** Except for those claims consisting of securities pledged to the Trustee and subject to Section 10 hereof, the Grantors shall have authority to collect all claims included in the Hypothecated Property hypothecated in favour of the Trustee pursuant to this Deed, as they fall due and consistent with prudent business practices (including Accounts that are delinquent, such claims to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such claim, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such claim, except that any Grantor may, with respect to an claim, allow in the ordinary course of business (i) a refund or

credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of claims and such other modifications of payment terms or settlements in respect of claims as shall be commercially reasonable in the circumstances, all in accordance with such Grantor's ordinary course of business consistent with its collection practices as in effect from time to time.

The Trustee may withdraw this authorization to collect claims by written notice at any time upon the occurrence of an Event of Default that is continuing. Notwithstanding the foregoing, the Trustee at any time may take all necessary steps to set up the Hypothec constituted by this Deed against the debtors of the hypothecated claims. In such event, each Grantor undertakes to remit to the Trustee, upon request, all titles, documents, registers, invoices and accounts evidencing the claims or relating thereto, whatever the nature of their medium and whatever the form in which they are accessible, whether written, graphic, taped, filmed, computerized, or other. The costs and expenses (including attorneys' fees) of collection, in any case, whether incurred by any Grantor, the Trustee or any Debentureholder, shall be paid by the Grantors in accordance with Section 11.03 of the Term Loan Agreement.

Any payment received by any Grantor on account of any hypothecated claim other than pursuant to the foregoing authorization shall be received for the Trustee's account, shall not entitle such Grantor to the amounts collected and shall be kept separate from such Grantor's other property at all times and remitted forthwith by such Grantor to the Trustee without compensation.

No Grantor is authorized to alienate any claim forming a part of a universality of claims hypothecated in favour of the Trustee unless otherwise permitted under the Term Loan Agreement.

9.6 **Trustee's Rights.** The Trustee shall not be obliged to exercise its rights to the hypothecated claims or to ensure their recovery from the debtors, whether by legal proceedings or otherwise. Should the Trustee decide to collect the hypothecated claims in accordance with the terms hereof, it shall be at liberty to negotiate such arrangements as it deems appropriate with the debtors or third parties, to enter into agreements with them with respect to the claims and any security securing the claims, and even to waive the claims and such security, the whole without any Grantor's consent or intervention, and the Trustee shall not thereby incur any liability toward or be accountable to the Grantors. Unless the Grantor so requests in writing, the Trustee shall not be obliged to inform any Grantor of any irregularity in the payment of any amounts due on the claims. Apart from its obligation to remit to the Grantors any sums collected

over and above the amount of the Obligations in principal, interest and costs, the Trustee shall not be accountable to the Grantors with respect to the status of the collections made or any transactions and arrangements entered into.

9.7 **Information.** The Trustee may, at its discretion, verify the existence and status of the claims at any time. The Grantors shall provide the necessary assistance and information for this purpose and shall take such action in this respect as the Trustee may reasonably request: in particular, it shall allow the Trustee and its agents to enter the premises occupied by the Grantors and to consult the Grantors' accounting books and registers as well as any document relating to the claims and make copies thereof, the whole subject to the terms and conditions of the Term Loan Agreement.

Following the occurrence of an Event of Default that is continuing, the Grantors specifically authorizes the Trustee to communicate with any third party in order to obtain or transmit any personal information and any information relating to the claims and to the Grantors for the purpose of verifying and collecting the claims.

Where the Hypothec granted by this Deed affects a claim that is itself secured by a registered hypothec, the Grantors shall inform the Trustee accordingly and shall supply all the information that the Trustee may request in this connection.

9.8 ***Financial Administration Act*** **(Canada).** Where any of the claims are subject to the provisions of the *Financial Administration Act* (Canada), the Grantors hereby sell, assign and transfer the same absolutely to the Trustee so that, upon a withdrawal of authorization as referred to in paragraph 9.5 hereof, the Trustee shall be free to complete the formalities required to make such assignment fully enforceable.

10. PROVISIONS APPLICABLE TO THE HYPOTHEC ON SECURITIES

The following provisions apply to the securities of the Grantors included in the Hypothecated Property.

10.1 **Interpretation.** Unless otherwise indicated by the context, "**securities**" means any securities (as defined in the STA), bills of exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, without limitation, partnership interests and units in a trust or in a Person other than a corporation) and other securities

considered or acknowledged as securities, financial assets and security entitlements (as such terms are defined in the STA), as well as the renewals, substitutions and additions to which the securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom.

No provision of this Section 10 shall limit the Trustee's rights and remedies under Section 9 hereof with respect to any claim that may also constitute a security.

10.2 **Default.** Such Grantor is not in default or violation under any agreement to which such Grantor is a party relating to any securities forming part of the Hypothecated Property (including with respect to the payment of any portion of any mandatory capital contribution, if any, required to be made thereunder). No securities forming part of the Hypothecated Property is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Grantor by any Person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the Organizational Documents of such Grantor and certificates, if any, delivered to the Trustee) which evidence any securities of such Grantor.

10.3 **Certain Agreements of Grantors as Issuers and Holders of Security**

10.3.1 In the case of each Grantor that is an issuer of securities, such Grantor agrees to be bound by the terms of this Deed relating to the Hypothecated Property issued by it and will comply with such terms insofar as such terms are applicable to it.

10.3.2 In the case of each Grantor that is a partner, member or holder of any Hypothecated Property in a partnership, limited liability company or other entity, such Grantor hereby consents to the extent required by the applicable Organizational Documents of such Grantor to the pledge by each other Grantor, pursuant to the terms hereof, of the rights in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default, to the transfer of such Hypothecated Property to the Trustee or its nominee and to the substitution of the Trustee or its nominee as a substituted partner, member or holder of rights in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner,

limited partner, member or holder of rights, as the case may be.

10.4 **Delivery of Certificated Securities.** Each Grantor represents and warrants that all certificates, agreements or instruments representing or evidencing the securities of each Grantor in existence on the date hereof, including, without limitation, those listed in Section 16 hereof (if any), have been delivered to the Trustee in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that the Trustee has a valid and enforceable opposable first-ranking hypothec therein and, with respect to any certificates delivered to the Trustee representing or evidencing such securities, such Grantor shall take, and shall cause the issuer to take, such action as the Trustee deems to be necessary, advisable or prudent to ensure that such certificates shall constitute securities (as defined in the STA). Each Grantor hereby agrees that all certificates, agreements or instruments representing or evidencing securities acquired by such Grantor after the date hereof shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Trustee in its sole discretion) upon receipt thereof by such Grantor be delivered to and held by or on behalf of the Trustee pursuant hereto and such Grantor shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Trustee in its sole discretion) upon receipt thereof take, and shall cause the issuer to take, such action as the Trustee deems to be necessary, advisable or prudent to ensure that such certificates shall constitute securities (as defined in the STA). All certificated securities of each Grantor shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee. The Trustee shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Trustee or any of its nominees or endorse for negotiation any or all of the securities forming part of the Hypothecated Property, without any indication that same is subject to the hypothec created hereunder. In addition, the Trustee shall have the right, at any time, to exchange certificates representing or evidencing securities forming part of the Hypothecated Property for certificates of smaller or larger denominations.

10.5 **Perfection of Uncertificated Securities.** Each Grantor represents and warrants that the Trustee has a valid and enforceable first-ranking Hypothec, opposable against third parties, in all uncertificated securities of each Grantor pledged or hypothecated by it hereunder that are in existence on the date hereof. Each Grantor

shall ensure that the issuer of any membership, partnership or other Equity Interests constituting uncertificated securities of such Grantor does not issue any certificate representing such interest or take any step to 'opt in' or have such uncertificated securities treated as "securities" within the meaning of the STA without the prior written consent of the Trustee. Each Grantor hereby agrees that if any issuer of securities forming part of the Hypothecated Property is organized in a jurisdiction that does not permit the use of certificates to evidence equity ownership or any of such securities are at any time not evidenced by certificates of ownership, then each applicable Grantor shall, if the Trustee deems it necessary, advisable or prudent to make the Hypothec in such securities created hereunder opposable to third parties, (i) cause such Hypothec to be recorded on the equityholder register or the books of the issuer, (ii) cause the issuer to execute and deliver to the Trustee an acknowledgment of the Hypothec of such securities in such form reasonably acceptable to the Trustee, execute any customary pledge forms or other documents that the Trustee deems to be necessary, advisable or prudent to complete the Hypothec and give the Trustee the right to transfer such securities under the terms hereof and, upon the Trustee's request, provide to the Trustee an opinion of counsel, in form and substance reasonably satisfactory to the Trustee, confirming such Hypothec and perfection thereof and (iii) cause such securities to become certificated and delivered to the Trustee in accordance with the provisions of Section 10.4

10.6 **Securities Accounts; Commodity Accounts.** Each Grantor hereby represents and warrants that (i) as of the date hereof, it has neither opened nor maintains any securities accounts or commodity accounts other than those listed in Schedule 16 to the Perfection Certificate, (ii) such Grantor and each applicable securities intermediary (as defined in the STA) has executed and delivered a securities account control agreement or commodity account control agreement for each securities account or commodity account of such Grantor listed in Schedule 16 to the Perfection Certificate, (iii) the Trustee has a valid and enforceable perfected opposable first-ranking Hypothec (subject to Permitted Liens) in each such securities account or commodity account by Control, and (iv) it does not hold, own or have any interest in any certificated securities or uncertificated securities other than those forming part of the Hypothecated Property and those maintained in securities accounts or commodity accounts listed in Schedule 16 of the Perfection Certificate or in respect of which the Trustee has Control.

10.7 **Investment Property.** If any Grantor shall at any time acquire any certificated securities, such Grantor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Trustee in its sole

discretion), (i) endorse, assign and deliver the same to the Trustee, accompanied by such instruments of transfer or assignment duly executed in blank, all in form and substance reasonably satisfactory to the Trustee or (ii) deliver such securities into a securities account with respect to which a securities account control agreement is in effect in favour of the Trustee. If any securities now or hereafter acquired by any Grantor constituting are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Trustee in its sole discretion), notify the Trustee thereof and pursuant to an agreement in form and substance reasonably satisfactory to the Trustee, either (i) cause the issuer to agree to comply with instructions from the Trustee as to such securities, without further consent of any Grantor or such nominee, (ii) cause a security entitlement (as defined in the STA) with respect to such uncertificated security to be held in a securities account with respect to which the Trustee has Control or (iii) arrange for the Trustee to become the registered owner of the securities. The Grantors shall not hereafter establish and maintain any securities account with any securities intermediary (as defined in the STA) unless (1) the applicable Grantor shall have given the Trustee at least 30 days' (or such shorter period as may be agreed to in writing by the Trustee in its sole discretion) prior written notice of its intention to establish such new securities account with such securities intermediary, (2) such securities intermediary shall be reasonably acceptable to the Trustee and (3) such securities intermediary and such Grantor shall have duly executed and delivered a Control Agreement with respect to such securities account. The Trustee shall not give any instructions or directions to any issuer of uncertificated securities, or securities intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Grantor, unless an Event of Default has occurred and is continuing or, after giving effect to any such withdrawal or dealing rights, would occur. The provisions of this Section 10.7 shall not apply to any financial assets (as defined in the STA) credited to a securities account for which the Trustee is the securities intermediary. No Grantor shall grant Control over any security to any Person other than the Trustee or the Term Loan Agent, and each Grantor shall promptly (and in any event within three Business Days) notify the Trustee if any issuer of securities forming part of the Hypothecated Property takes any action to have any such Hypothecated Property issued by it treated as securities under the STA and such Grantor shall take all steps deemed necessary, advisable or prudent by the Trustee in order to grant Control of such Hypothecated Property in favour of the Trustee. As between the Trustee and the Grantors, the Grantors shall bear the investment risk with respect to the securities forming part of the

Hypothecated Property, and the risk of loss of, damage to, or the destruction of the securities forming part of the Hypothecated Property, whether in the possession of, or maintained as a security entitlement or deposit by, or subject to the control of, the Trustee or the Term Loan Agent, a Securities Intermediary, commodity intermediary, any Grantor or any other Person; *provided, however*, that nothing contained in this Section 10.7 shall release or relieve any securities intermediary of its duties and obligations to the Grantors or any other Person under any control agreement or under applicable Legal Requirements. Each Grantor shall promptly pay all charges and fees of whatever kind or nature with respect to the securities forming part of the Hypothecated Property. In the event any Grantor shall fail to make such payment contemplated in the immediately preceding sentence, the Trustee may do so for the account of such Grantor and the Grantors shall promptly reimburse and indemnify the Trustee in accordance with Section 11.03 of the Term Loan Agreement from all costs and expenses incurred by the Trustee under this Section 10.7.

10.8 **Actions, Enforcement.** Notwithstanding anything to the contrary contained in this Article 10, once the Trustee has made a request in respect of a financial asset or other investment property in accordance with the Term Loan Agreement, the Grantors shall take the actions requested by the Trustee in respect of such financial asset or investment property and such arrangements shall remain in place unless and until this Deed has been terminated pursuant to the terms hereof.

Furthermore, pursuant to Article 2759 of the Civil Code, each Grantor hereby waives any right it may have to receive, following the occurrence of an Event of Default that is continuing, any prior notice of the enforcement of the hypothecary remedies of the Trustee in respect of any securities hypothecated hereunder, and acknowledges that the Trustee will not be obliged, following the occurrence of an Event of Default that is continuing, to give a prior notice to each Grantor, to obtain the surrender of any such securities or to observe the time limits prescribed by the Civil Code regarding the enforcement of the Trustee's hypothecary rights in respect of any such securities.

10.9 **Voting, etc.** Unless and until an Event of Default has occurred which is continuing, the Grantors shall be entitled to vote any and all securities and to give consents, waivers or ratifications in respect thereof; provided that no vote shall be cast or any consent, waiver or ratification given or any action taken which would violate or be inconsistent with any of the terms of this Deed, the Term Loan Agreement or any other instrument or agreement or document relating to the Obligations or which would have the effect of

materially impairing the position or interests of the Trustee. All such rights of the Grantors to vote and to give consents, waivers and ratifications shall cease in case an Event of Default shall occur and while same subsists, whereupon the Trustee shall be entitled, without limiting its other rights and remedies hereunder, to vote all or any part of the securities whether or not transferred in the Trustee's name and give all consents, waivers and ratifications in respect of the securities and otherwise act with respect thereto as though it was the outright owner thereof.

10.10 **Dividends and other Distributions.** Unless and until an Event of Default has occurred and is continuing, the Grantors may collect all cash dividends payable in respect of the securities, provided that all cash dividends payable in respect of the securities which are determined by the Trustee, in its absolute discretion, to represent in whole or in part an extraordinary, liquidating, or other distribution in return of capital, shall be paid to the Trustee and retained by it as part of the Hypothecated Property unless otherwise permitted to be collected by the Grantors under the Term Loan Agreement. The Trustee shall be entitled to receive directly and to retain as part of the Hypothecated Property:

(a) all other or additional stock or securities paid or distributed by way of dividend in respect of the securities;

(b) all other or additional stock or other securities paid or distributed in respect of the securities by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and

(c) all other or additional stock or other securities which may be paid in respect of the securities by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of securities,

provided, however, that until actually paid all rights to such distributions shall remain subject to the Hypothec created by this Deed.

10.11 **Standard of Care.** The Trustee shall not be:

(a) obliged to protest a security, or take steps or institute proceedings to interrupt prescription or protect the securities against depreciation or devaluation or make them productive;

(b) obliged to protect the Grantors against loss relating to a security; or

(c) obliged to vote with respect to a security or a subscription, conversion or other right pertaining thereto, or to any merger, consolidation, reorganization, receiving order, bankruptcy, insolvency proceedings, compromise or arrangement, or concerning the deposit of a security or otherwise, and shall not be obliged to participate in or take any action in relation to such matters, except where the Grantors have provided the Trustee with written instructions to do so and where, in the Trustee's opinion, the security and the rights conferred hereunder would not be thereby diminished, and upon payment of such indemnity or remuneration as the Trustee may require.

11. PROVISIONS APPLICABLE TO INTELLECTUAL PROPERTY

11.1 For the purpose of enabling the Trustee, during the continuance of an Event of Default, to exercise rights and remedies at such time as the Trustee shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Trustee, to the extent licensable, an irrevocable, non-exclusive worldwide license (exercisable without payment of royalty or other compensation to such Grantor) to use, assign, license sublicense or otherwise dispose of the Intellectual Property now owned or hereafter acquired by such Grantor, wherever the same may be located. Such license shall include access to all media in which any of the Intellectual Property may be recorded or stored and to all computer programs used for the compilation or printout hereof.

11.2 Except pursuant to licenses and other agreements entered into by any Grantor in the ordinary course of business or as disclosed on Schedules 3.06(a), 3.06(c) or 3.06(e) to the Term Loan Agreement, on and as of the date hereof (i) each Grantor owns and/or possesses the right to use, and has not authorized in writing any other Person to use, any Copyright, Patent or Trademark listed at Section 16.3, and (ii) to the knowledge of Grantor, all such registrations are valid and in full force and effect.

11.3 The Grantors agree that:

11.3.1 With respect to each item of its Intellectual Property, each Grantor agrees, on a continuing basis, to take, at its sole

cost and expense, all necessary steps, including, without limitation, in the Canadian Intellectual Property Office and any other Governmental Authority, to pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the Canadian Intellectual Property Office or other Governmental Authorities, the filing of applications for renewal or extension, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition or cancellation proceedings before the Canadian Intellectual Property Office or equivalent Governmental Authority. No Grantor shall, without the written consent of the Trustee, discontinue use of or otherwise abandon any Intellectual Property, or abandon any right to file an application for any Patent, Trademark, or Copyright, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such Intellectual Property is no longer desirable in the conduct of such Grantor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Grantor's business.

11.3.2 Each Grantor agrees, on a continuing basis, promptly (and in any event within three Business Days) to notify the Trustee if an Responsible Officer or any vice-president or equivalent Person of such Grantor becomes aware (i) that any item of the Intellectual Property may have become abandoned, placed in the public domain, invalid or unenforceable, or of any adverse determination or development regarding such Grantor's ownership of any of the Intellectual Property or its right to register the same or to keep and maintain and enforce the same, or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the Canadian Intellectual Property Office or any court) regarding any item of the Intellectual Property.

11.3.3 In the event that any Responsible Officer or any vice-president or equivalent Person of Grantor becomes aware that any item of the Intellectual Property is being infringed or misappropriated by a third party, such Grantor shall promptly (and in any event within three

Business Days) notify the Trustee and shall take such actions, at its expense, as such Grantor or the Trustee deems reasonable and appropriate under the circumstances to protect or enforce such Intellectual Property, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Without limiting the foregoing, upon a Responsible Officer or any vice-president or equivalent Person of such Grantor obtaining knowledge thereof, Grantor shall promptly (and in any event within three Business Days) notify the Trustee in writing of any event that may be reasonably expected to materially and adversely affect the value or utility of any item of Intellectual Property, the ability of such Grantor or the Trustee to dispose of such Intellectual Property or any portion thereof or the rights and remedies of the Trustee in relation thereto, including a levy or written threat of levy or any legal process against such Intellectual Property or any portion thereof.

11.3.4 Each Grantor agrees, on a continuing basis, to use proper statutory notice in connection with its use of each item of its Intellectual Property. Unless the applicable Grantor shall have previously determined that the use or the pursuit or maintenance of such Intellectual Property is no longer desirable in the conduct of such Grantor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Grantor's business or the value of the Hypothecated Property taken as a whole, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse or become invalid or unenforceable or placed in the public domain. No Grantor will settle or compromise any pending or future litigation or administrative proceeding with respect to any Intellectual Property without the prior written consent of the Trustee.

11.3.5 Except as otherwise permitted herein, each Grantor agrees, on a continuing basis, to take all steps which it or the Trustee deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps

necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

11.3.6 No Grantor shall (i) license any Intellectual Property other than pursuant to License Agreements entered into by such Grantor in, or incidental to, the ordinary course of its business, or (ii) amend or permit the amendment of any License Agreement in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that would materially impair the value of any Intellectual Property or the security on and hypothec in the Intellectual Property intended to be granted to the Trustee for the benefit of the Debentureholders, in each case (i) and (ii), without the consent of the Trustee.

11.3.7 Each Grantor agrees, on a continuing basis, to diligently keep adequate records respecting the Intellectual Property and furnish to the Trustee from time to time upon the Trustee's reasonable request therefore reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property and such other materials evidencing or reports pertaining to the Intellectual Property as the Trustee may from time to time request.

11.3.8 During the continuance of an Event of Default, within three Business Days after written notice from the Trustee, make available to the Trustee, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Trustee may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Intellectual Property, and each Grantor shall use commercially reasonable efforts to ensure that such Persons shall be available to perform their prior functions on the Trustee's behalf if compensated at Grantor's expense on a per diem, pro rata basis consistent with the salary and benefits structure applicable to each as of the date of such Event of Default.

11.4 If any Grantor shall, at any time before the Termination Date, (a) obtain any rights to any additional Intellectual Property or (b) become entitled to the benefit of any additional Intellectual Property or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property, or

any improvement on any Intellectual Property, the provisions of this Deed shall automatically apply thereto and any such item enumerated in clause (a) or (b) of this Section 11.4 with respect to such Grantor shall automatically constitute Intellectual Property if such item would have constituted Intellectual Property at the time of execution hereof and be subject to the Lien and security interest created by this Deed without further action by any party (excluding any Intellectual Property that constitutes Excluded Property). Each Grantor shall promptly (i) provide to the Trustee written notice of any of the foregoing and (ii) confirm the attachment of the hypothec created by this Deed to any rights described in clauses (a) and (b) of the immediately preceding sentence of this Section 11.4 by execution of an instrument in form reasonably acceptable to the Trustee and the filing of any instruments or statements as shall be deemed necessary, advisable or prudent by the Trustee to preserve, protect or perfect the Trustee's security interest or the priority thereof in such Intellectual Property to the extent such security interest in such Intellectual Property may be perfected under applicable Legal Requirements.

11.5 Unless there shall occur and be continuing any Event of Default, each Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Grantors, such applications for protection of the Intellectual Property and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as such Grantor deems to be necessary, advisable or prudent to protect the Intellectual Property. Upon the occurrence and during the continuance of any Event of Default, the Trustee shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property and/or bring suit in the name of any Grantor, the Trustee or the Debentureholders to enforce the Intellectual Property and any license thereunder. In the event of such suit, each Grantor shall, at the reasonable request of the Trustee, do any and all lawful acts and execute any and all documents requested by the Trustee in aid of such enforcement and the Grantors shall promptly reimburse and indemnify the Trustee in accordance with Section 11.03 of the Term Loan Agreement for all costs and expenses incurred by the Trustee in the exercise of its rights under this Section 11.5. In the event that the Trustee shall elect not to bring such suit to enforce the Intellectual Property, each Grantor agrees, at the reasonable request of the Trustee, to take all actions necessary, advisable or prudent, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property by others and for that purpose agrees to diligently maintain

any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

11.6 In connection with any intent-to-use trademark or service mark applications or equivalent in Canada whether listed at Section 16.3 or otherwise, the Grantors shall file a bona fide statement of use and shall take such other actions or steps as shall be required by the Canadian Intellectual Property Office to entitle such application to registration within 10 Business Days following the date of first use in commerce of the mark that is the subject of such application. Upon acceptance of such bona fide statement of use by the Canadian Intellectual Property Office, such application shall automatically become subject to the security interest granted herein. The Grantors shall execute any further documents and instruments as the Trustee may deem necessary, advisable or prudent to confirm, implement, or enforce the Trustee's security interest in such applications. If the Grantors fail to execute such further documents and instruments within three Business Days of presentment, the Trustee may, in the name of, and on behalf of, the Grantors, execute such documents and instruments and make appropriate disposition of same, and the Grantors hereby irrevocably appoint the Trustee as their lawful attorney-in-fact with full power to do so. The foregoing power of attorney is coupled with an interest and such appointment shall be irrevocable for the term hereof.

12. POSSESSION OF PROPERTY

This Deed shall be deemed for registration purposes to create a hypothec without delivery notwithstanding the undertakings contained in Section 10.4 hereof.

13. DEFAULT

13.1 Each of the following events shall be an event of default (each, an "**Event of Default**"):

13.1.1 if a Grantor fails to comply with any of the provisions of this Deed, subject to any grace periods provided for in the Term Loan Agreement in respect of similar obligations;

13.1.2 if the Borrower fails to pay any Debenture when due; or

13.1.3 if there occurs an "Event of Default" as such term is defined in the Term Loan Agreement.

13.2 The Grantors shall be considered in default hereunder upon the occurrence of an Event of Default that is continuing. Without limiting its right, at any time and at is discretion, to demand payment of any Obligations payable on demand and without prejudice to any rights and remedies which it has pursuant to the agreements with the Grantors or at law (in particular with respect to hypothecated claims), the Trustee, upon the occurrence of an Event of Default that is continuing, may demand in accordance with the terms of the Term Credit Agreement, immediate and full payment of the amounts owing on account of the Obligations, which shall forthwith become due and payable, and exercise, at its discretion, without restriction and without any prior notice other than such notices as are required by law, any rights and remedies which it has pursuant to this Deed, at law or under the Term Loan Agreement including, in particular, the following hypothecary rights:

- taking of possession for purposes of administration;
- taking in payment;
- sale by the creditor;
- sale by judicial authority.

13.3 **Trustee's Rights.** Irrespective of the particular remedy exercised by the Trustee upon the occurrence of an Event of Default that is continuing, the following provisions shall apply in addition to any provisions that may by law apply in the circumstances, subject always, however, to the terms and conditions of the Term Loan Agreement, each Grantor expressly agreeing thereto:

13.3.1 each Grantor undertakes to voluntarily surrender the Hypothecated Property to the Trustee upon request, and agree not to put any impediment in the way of, but rather to facilitate by all legal means, the exercise of the powers hereby granted to the Trustee and not to interfere therewith; in addition, the Trustee may, but shall not be obliged to, conduct a verification of the Hypothecated Property, assemble or move any of such property or take proceedings or do or take any act or action in relation to the Hypothecated Property that it may deem advisable, the whole at the Grantors' expense;

13.3.2 the Trustee may, in addition, at its discretion and at the Grantors' expense, whether after the Grantors have surrendered the Hypothecated Property and until the Trustee has exercised the hypothecary right which it intends to exercise, or whether after the Trustee has chosen to take possession of the Hypothecated Property

for purposes of administration, use or operate all or any part of the Hypothecated Property (without being obliged to make such property productive), change the destination of or alienate such property by onerous title (except for Hypothecated Property of little value) or charge such property with a hypothec or other real right, enter into or renew any leases for such amounts and on such terms and conditions as the Trustee deems appropriate, make any repairs or renovations or undertake or complete any work;

13.3.3 the Trustee may, in the exercise of its rights, renounce any right relating to the Hypothecated Property belonging to the Grantors, even where no valuable consideration is received;

13.3.4 the Trustee shall not be bound to make an inventory, take out insurance or furnish other security to secure the performance of its obligations;

13.3.5 the Trustee may, at its discretion, take possession, through its officers, agents or mandataries, of all or any part of the Hypothecated Property, with full power to carry on, manage and conduct the Grantors' business relating to the Hypothecated Property; the Trustee may use the Hypothecated Property or any information that it obtains by reason of its administration for its own benefit;

13.3.6 the Grantors, through their officers and directors, shall forthwith execute such documents and transfers as may be necessary to place the Trustee in legal possession of the Hypothecated Property and the business of the Grantors in connection therewith;

13.3.7 the Trustee shall not be obliged to render an account with respect to its actions in the exercise of its hypothecary rights, except as stipulated by law. Should the Trustee see fit to render an account, it may do so in summary fashion;

13.3.8 for the purpose of exercising any of its rights, the Trustee may make use of any premises on which the Hypothecated Property is located, the whole at the Grantors' expense;

13.3.9 the Trustee may, at its discretion, decide to sell and dispose of the Hypothecated Property as a whole or in separate parcels, by tender, public auction or private contract, on such date and on such terms and conditions as the Trustee may stipulate, after giving such prior notices as are required by articles 2784 and following of

the Civil Code, and the Trustee may make such sale for cash or credit upon such reasonable conditions as to upset or reserve bid or price and as to terms of payment as it may deem proper, and may rescind or vary any contract of sale that may have been entered into and resell such property under any of the powers conferred by this Deed, adjourn any such sale from time to time and execute and deliver to the purchaser or purchasers of the said property or any part thereof good and sufficient deed or deeds for the same, the Grantors hereby giving the Trustee an irrevocable power of attorney for the purpose of making such sale and executing such deeds, and any such sale made as aforesaid shall be a perpetual bar in law and in equity against the Grantors and their respective assigns and against any other Persons who may claim the said property or any part thereof from the Grantors or their respective assigns;

13.3.10 the Trustee, or its agents or representatives, may become purchasers at any sale of the Hypothecated Property, whether made under the power of sale herein contained or pursuant to foreclosure or other legal proceedings;

13.3.11 if the Trustee elects to exercise its right to take in payment the Hypothecated Property and the Grantors require that the Trustee instead sell, by itself or under judicial authority, the Hypothecated Property on which such right is exercised, the Grantors hereby acknowledge that the Trustee shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Trustee (i) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Hypothecated Property will be sufficient to pay the Obligations in full, (ii) has been reimbursed for all reasonable costs and expenses incurred in connection with this Deed and (iii) has been advanced the necessary sums for the sale of said Hypothecated Property; the Grantors further acknowledge that the Trustee alone is entitled to select the type of sale it may wish to conduct or have conducted;

13.3.12 the Trustee may appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a "**Receiver**") of all or any part of the Hypothecated Property or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and

limitations of liability as the Trustee has under this Deed or at law. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Grantors and the Trustee shall not be responsible for any act or default of any such Receiver. The Trustee may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Trustee. A court need not appoint, ratify the appointment by the Trustee of or otherwise supervise in any manner the actions of any Receiver; and

13.3.13 for the purposes of enabling the Trustee to exercise rights and remedies under Section 13.3 hereof (including, without limiting the terms of Section 13.3 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Hypothecated Property) at such time as the Trustee shall be lawfully entitled to exercise such rights and remedies, the Grantors hereby grant to the Trustee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any intellectual property now owned or hereafter acquired by the Grantors, and wherever the same may be located, and including such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

13.1 Renunciation to benefits of discussion and division

The Grantors renounce, to the extent applicable, to the benefits of discussion and division.

14. THE TRUSTEE

14.1 **Fondé de pouvoir.** The Trustee shall hold the Hypothec constituted by this Deed for the benefit of the Debentureholders and shall act as their agent in the exercise of the rights conferred hereunder, the whole in accordance with the terms of the Term Loan Agreement. The Trustee shall be considered a "*fondé de pouvoir*" of the Debentureholders within the meaning of Article 2692 of the Civil Code. The Trustee may perform any act necessary to the fulfillment of its duties.

14.2 **Habendum.** The Trustee shall have and hold the Hypothec constituted by this Deed and all rights hereby conferred unto the Trustee for the benefit and security of all the Debentureholders, the whole as provided under, and subject to the conditions, provisions, covenants and stipulations expressed in, the Term Loan Agreement and herein expressed.

14.3 **Liability of Trustee.** The Trustee shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. The Trustee shall not be responsible for any loss occasioned by its taking possession of the Hypothecated Property or enforcing the terms of this Deed, nor for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, nor for any act, default or misconduct of any agent, broker, officer, employee or other party acting for or on behalf of the Trustee. The Trustee shall be accountable only for such monies as it shall actually receive.

14.4 **Protection of Persons Dealing with the Trustee.** No Person dealing with the Trustee or its representatives shall be concerned to inquire whether the security created under this Deed has become enforceable, or whether the powers which the Trustee is purporting to exercise have become exercisable, or whether any money remains due upon the security of this Deed, the Debentures, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the property or regularity of any sale or of any other dealing by the Trustee with the Hypothecated Property pursuant to the terms of any applicable law or this Deed or to see to the application of any money paid to the Trustee and, in the absence of fraud on the part of such Person, such dealings shall be deemed, so far as regards the safety and protection of such Persons, to be within the powers conferred under this Deed and to be valid and effectual accordingly.

14.5 **Possession or Production of the Debentures Not Required.** All rights of action under this Deed may be enforced by the Trustee without the possession of any of the Debentures or the production thereof at trial or in other proceedings relevant thereto.

14.6 **Exclusive Right to Act.** No Debentureholder may exercise individually any rights conferred on the Trustee (unless the Trustee is also the sole holder of all of the Debentures or as otherwise permitted under the Term Loan Agreement).

14.7 **Delegation by Trustee.** The Trustee may delegate the exercise of its rights or the performance of its obligations hereunder, to another Person, including a Debentureholder. In that event, after obtaining such written assurances regarding the confidentiality thereof as the

Trustee considers reasonably satisfactory, the Trustee may furnish that Person with any information it may have concerning the Grantors or the Hypothecated Property. The Trustee shall not be responsible for damages resulting from such delegation from any fault committed by such delegate.

14.8 **Replacement of Trustee.** The Debentureholders may at any time replace the Trustee from office in accordance with the terms of the Term Loan Agreement, which each Grantor hereby undertakes to accept. The new *fondé de pouvoir* without further act shall then be vested and have all rights, powers and authorities granted to the Trustee hereunder and be subject in all respects to the terms, conditions and provisions hereof to the same extent as if originally acting as *fondé de pouvoir* hereunder.

14.9 **Trustee to Exercise Reasonable Diligence.** The Trustee shall only be accountable for reasonable diligence in the exercise of its functions under this Deed and shall only be liable for its own intentional or gross fault.

14.10 **Absolute Discretion of Trustee.** The Trustee, except as otherwise provided in this Deed, shall, as regards all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of gross or intentional fault, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

14.11 **No Liability for Title Defects.** The Trustee shall not be liable for or by reason of any failure or defect of title to or any priority, prior claim, hypothec, servitude, or other charge upon the Hypothecated Property, or for or by reason of the statements of facts or recitals contained in this Deed or in the Debentures, or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by each Grantor only, and it shall not be the duty of the Trustee, and nothing contained in this Deed shall in any way impose any obligation upon the Trustee to insure or keep insured, against loss or damage by fire or otherwise, the Hypothecated Property or any part thereof or to keep itself informed or advised as to the payment by the Grantors of any taxes or assessments or premiums of insurance or other payments which the Grantors should make.

14.12 **Investment of Hypothecated Property.** The Trustee shall be free to invest any monies or instruments received or held by it pursuant hereto or to deposit same in a non-interest bearing account without having to comply with any provisions of the Civil Code concerning

the investment of the property of others to the extent permitted under, and subject to the terms of, the Term Loan Agreement.

14.13 **Extensions.** The Trustee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantors, with other parties and with the Hypothecated Property transferred hereby as the Trustee may see fit without prejudice to the liability of the Grantors or to the Trustee's rights pursuant to this Deed.

14.14 **Recourse Cumulative.** The rights and recourses of the Trustee pursuant to this Deed are cumulative and do not exclude any other rights and recourses which the Trustee might have. No omission or delay on the part of the Trustee in the exercise of any right shall have the effect of operating as waiver of such right. The partial or sole exercise of a right or power will not prevent the Trustee from exercising thereafter any other right or power.

14.15 **Benefit of Deed.** The rights hereby conferred upon the Trustee shall benefit all of its successors, including any entity resulting from the merger of the Trustee with any other Person or Persons, and any entity that succeeds the Trustee as Trustee.

14.16 **Trustee Not Required to Act.** The Trustee shall have the right in its discretion to proceed in its name as Trustee under this Deed in the enforcement of the security created under this Deed and under any remedy provided by law, whether by legal proceedings or otherwise, but it shall not be bound to do or take any act or action in virtue of the powers conferred on it by this Deed unless and until it shall have been required so to do pursuant to the Term Loan Agreement. The Trustee may execute any of the powers imposed or conferred upon it under this Deed (subject to the terms of the Term Loan Agreement), and perform any duties required of it, by or through attorneys or agents and, in relation to this Deed (subject to the terms of the Term Loan Agreement), may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, or other expert, whether obtained by the Trustee or by the Grantors or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon save for any such loss occasioned by its intentional or gross fault and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

15. MISCELLANEOUS PROVISIONS

15.1 **Nullity of a Provision.** In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other provisions of this Deed, shall be severable from such provision and shall continue to have full force and effect.

15.2 **Rights Cumulative and Exercise of Remedies.** The rights hereby created are in addition to and not in substitution for any other right or security held by the Trustee or the Debentureholders. The exercise by the Trustee of any of its rights and remedies shall not prevent it or the Debentureholders from exercising any other right or remedy conferred upon them by this Deed or any other security, or by law, the whole in accordance with, and subject to, the terms of the Term Loan Agreement.

The Trustee may exercise the rights conferred upon it by this Deed on any part of the Hypothecated Property, without being obliged to do so on the entire Hypothecated Property and without prejudice to its rights and remedies with respect to the remaining Hypothecated Property, and it shall not be in any way obliged to exercise its rights and remedies against any other Person liable for the Obligations or to realize any other security securing the Obligations.

15.3 **Notice of Default.** The mere expiry of the time limit for performing any of the Obligations shall serve to put the Grantors in default, without any notice or demand being required for that purpose except as required by applicable law or the Term Loan Agreement.

15.4 **Waivers.** The Grantors may not claim that an act or omission by the Trustee constitutes or implies a waiver of its right to invoke a default by the Grantors or to assert a right arising out of such default, unless the Trustee has expressly so stated after the occurrence of the default.

15.5 **Power of Attorney.** The Grantors hereby grant to the Trustee an irrevocable power of attorney, effective upon the occurrence of an Event of Default that is continuing, with full powers of substitution and revocation, to do, make and execute, for the Grantors and in their name, all such deeds, documents, transfers, assignments, hypothecs, assurances, consents and things as the Trustee may deem necessary or appropriate to be done, made or executed by the Grantors to protect the Trustee's rights hereunder and/or preserve the Hypothecated Property and to give effect to all the provisions of this Deed and the documents and other acts, matters and things that the Grantors have agreed to do, make and execute or that may be required in the exercise of the powers conferred upon the Trustee by this Deed, and in particular, without limiting the generality of the

foregoing, in order that a valid and enforceable Hypothec be created and maintained on any property forming part of the Hypothecated Property as of the execution of this Deed or at any time in the future, to endorse or transfer all or any part of the securities, if any, included in the Hypothecated Property over to the Trustee or its agents, correspondents or mandataries, including any depositary, so that the Trustee or its agents, correspondents or mandataries may be registered as sole holder of such securities, and to obtain from any taxation authority at any time, if deemed useful, any information necessary to allow the Trustee to determine the amount of the Grantors' indebtedness to such taxation authorities. The Grantors also grant to each of such Persons holding its power of attorney the right to use their names whenever they may deem it necessary or appropriate to do so for the purposes hereof and the Grantors further ratify and confirm, and undertake to ratify and confirm, all acts and actions done or taken by each of such Persons in connection herewith.

15.6 **Notices/Election of Domicile.** Any service, notice or demand shall be given or made upon the Grantors at the addressed indicated in the Term Loan Agreement and in accordance with the terms of the Term Loan Agreement. However, if the Trustee is unsuccessful in locating the Grantors, such service, notice or demand may be given or made at the office of the Clerk of the Québec Superior Court for the judicial district of Montréal, the Grantors electing domicile at such office for the purposes hereof in that eventuality.

15.7 Binding Effect. All rights of the Trustee hereunder shall inure to the benefit of its successors and assigns and all obligations of the Grantors hereunder shall bind the Grantors and their respective successors and assigns.

15.8 **Interpretation.** References herein to gender shall include all genders and the singular shall include the plural and vice versa, as required by the context.

15.9 **Divisions and Titles.** The division of this Deed into Sections, paragraphs and subparagraphs and the insertion of titles are for ease of reference only and shall not influence its meaning or construction.

15.10 **Applicable Law.** This Deed shall be governed and construed in accordance with the laws in force in the Province of Québec. It must also be interpreted so that any Hypothecated Property located in another jurisdiction be affected by a valid security under the applicable law of such other jurisdiction.

15.11 **Explanation of Contract.** The Grantors confirm that the Trustee has provided it with adequate explanations concerning the nature

and scope of this Deed and that it has had an opportunity to consult a lawyer, notary or other adviser in connection therewith.

15.12 **Paramountcy.** If there is any conflict or inconsistency between any of the provisions hereof and of the Term Loan Agreement, the provisions of the Term Loan Agreement shall prevail except that the provisions hereof shall prevail insofar as they relate to the creation and enforcement of the Hypothec created hereby.

15.13 **Language.** The parties hereto confirm that it is their wish that this Deed and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cet acte de même que tous documents, y compris tous avis, s'y rapportant soient rédigés en langue anglaise.*

16. DESCRIPTION OF CERTAIN SPECIFIC PROPERTY INCLUDED IN THE HYPOTHECATED PROPERTY (AS OF THE EXECUTION OF THIS DEED)

16.1 **Immovables**

N/A

16.2 **Securities**

(A) Owned by Fonds Luxlas, Société en commandite:

- 100% of the shares in the share capital of Lassonde Luxembourg (uncertificated)

(B) Owned by 7925271 Canada Inc.:

- one unit of Fonds Luxlas, société en commandite / Luxlas Fund Limited Partnership bearing certificate number 1

16.3 **Intellectual Property**

N/A

16.4 **Location of Inventory and Equipment**

N/A

16.5 **Prior Names and Other Names**

N/A

17. FORM OF DEBENTURES

The form of the Debentures shall be as follows:

DEBENTURE

CANADA **No. ●**
PROVINCE OF QUEBEC

FONDS LUXLAS, SOCIÉTÉ EN COMMANDITE / LUXLAS FUND LIMITED PARTNERSHIP, a limited partnership formed under the laws of the province of Québec (hereinafter called the "**Borrower**") herein acting and represented by its general partners **7925271 CANADA INC**. a corporation incorporated under the *Canada Business Corporations Act*, for value received, promises to pay, on demand, to ● or to any successor thereto (the "●") or to its order, at the office of the ●, at its office currently located at ●, the sum of ● CANADIAN DOLLARS (Cdn. $ ●), with interest thereon from the date hereof at the rate of TWENTY-FIVE per cent (25%) per annum, both before and after maturity, with interest on overdue interest at the same rate.

This Debenture (a) is issued under and secured by a Deed of Hypothec (as amended, supplemented, modified or replaced from time to time, the "**Deed of Hypothec**") entered into before Mtre. ●, Notary, on ●, 2011 by the Borrower in favour of **JEFFERIES FINANCE LLC**, as *fondé de pouvoir*, and this Debenture is subject to, and its holder is bound by, the provisions of the Deed of Hypothec, (b) is subject to a debenture pledge agreement executed as of the date hereof by the Borrower in favour of ●, as amended, restated, supplemented or replaced from time to time, and (c) is governed by the laws in force in the Province of Quebec.

This Debenture may be transferred by ● to a successor as permitted by the Term Loan Agreement.

Unless otherwise defined herein, capitalized terms used in this Debenture shall have the meanings ascribed thereto in the Deed of Hypothec.

IN WITNESS WHEREOF the Borrower has caused this Debenture to be signed by its undersigned representatives and to be dated as of ●.

FONDS LUXLAS, SOCIÉTÉ EN COMMANDITE / LUXLAS FUND LIMITED PARTNERSHIP, acting through and represented by its general partner **7925271 CANADA INC.**

Per: _____

Name:
Title:

WHEREOF ACTE

DONE AND PASSED at Montréal, Province of Québec, on the day, month and year first mentioned above and entered in the minutes of the undersigned Notary under number

AND AFTER the parties had declared to the said Notary that they had taken cognizance of these presents and had exempted the said Notary from reading them or causing them to be read, the parties hereto have signed with and in the presence of the Notary.

JEFFERIES FINANCE LLC

Per: _____
Name: Mary Jeanne Phelan

FONDS LUXLAS, SOCIÉTÉ EN COMMANDITE / LUXLAS FUND LIMITED PARTNERSHIP, acting through and represented by its general partner **7925271 CANADA INC.**

Per: _____
Name: Denis Boudreault

7925271 CANADA INC

Per: _____
Name: Denis Boudreault

_____
_____, Notary

EXHIBIT K-3

FORM OF
LASSONDE PLEDGE AGREEMENT

(To be Provided Separately)

DEED OF HYPOTHEC

ON THIS _____ (__) day of August, two thousand and eleven (2011).

BEFORE _____, the undersigned Notary practising in the Province of Québec in the City of Montréal

APPEARED:

A. Lassonde Inc. a corporation duly incorporated pursuant to the *Business Corporations Act (Québec)***,** having its head office at 755 rue Principale, Rougemont, Québec, J0L 1M0, represented by Denis Boudreault, duly authorized for the purposes hereof by a resolution of its board of directors, a certified copy, extract or duplicate of which is annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary,

(including its successors, the "**Grantor**")

AND:

JEFFERIES FINANCE LLC, a limited liability company organized under the laws of Delaware, having **[its principal]** place of business at 520 Madison Avenue, 16th Floor, New York, New York, USA, 10022, represented by Mary Jeanne Phelan its representative duly authorized for the purposes hereof pursuant to a power of attorney, certified copies, extracts or duplicates of which are annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary;

(in its aforesaid capacity, or any successor in such capacity, the "**Trustee**")

WHEREAS the Borrower (as hereinafter defined) will create and issue, pursuant to a deed of hypothec entered into or to be entered into contemporaneously herewith by the Borrower and 7925271 Canada Inc. in favour of the Trustee, a debenture or series of debentures in favour of Jefferies Finance LLC, in its capacity as Trustee, administrative and collateral

agent for and on behalf of all present and future Secured Parties (as such term is defined in the Term Loan Agreement, as hereinbelow defined), which debenture or series of debentures shall be in the aggregate principal amount of **[THREE HUNDRED MILLION]** CANADIAN DOLLARS (Cdn. $ **[300,000,000]**) (as amended, restated, renewed, re-issued, supplemented or otherwise modified from time to time, collectively, the "**Debentures**");

WHEREAS that term loan agreement (as same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Term Loan Agreement**") is to be entered into as of or about August __, 2011, among, *inter alia*, Fonds Luxlas, Société en Commandite / Luxlas Fund Limited Partnership, as borrower (the "**Borrower**"), the guarantors from time to time party thereto, as guarantors, Jefferies Finance LLC, as, *inter alia*, administrative agent and collateral agent, Bank of Montreal, as, *inter alia*, syndication agent, the lending institutions and other entities from time to time party thereto as lenders (the "**Lenders**") and the other Persons party thereto;

WHEREAS unless otherwise defined herein, all capitalized terms when used herein (including in the recitals hereto, which form an integral part hereof) shall have the same meanings as ascribed thereto whether directly or by reference in the Term Loan Agreement; and

WHEREAS the Grantor has agreed to execute and deliver the present deed (as amended, supplemented, restated, replaced or otherwise modified from time to time, "**this Deed**") in favour of the Trustee.

WHEREFORE, the parties hereto have agreed as follows in the presence of the said Notary:

1. SECURED OBLIGATIONS

1.1 The Hypothec (as hereinbelow defined) constituted by this Deed secures, without duplication, the payment and performance of the following obligations (hereinafter collectively called the "**Obligations**"):

1.1.1 the prompt payment of the principal amount of the Debentures and all interest thereon;

1.1.2 the strict performance and observance by the Grantor of all agreements, warranties, representations, covenants, conditions and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay

damages) pursuant to or in connection with this Deed, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time; and

1.1.3 the prompt payment of all amounts payable hereunder and the legitimate costs (including, without limitation, all reasonable fees, charges and disbursements of counsel) that the Trustee may incur to recover the Obligations and preserve the Hypothecated Property (as such expression is hereinbelow defined).

2. HYPOTHEC

2.1 Amount of Hypothec

To secure the payment and performance of the Obligations, the Grantor hereby hypothecates and, to the extent necessary or useful, creates a security interest in (the hypothec and the security interest are hereinafter collectively called the "**Hypothec**"), in favour of the Trustee, the property described in Section 2.2 hereof for the following amounts:

2.1.1 an amount of FOUR HUNDRED MILLION CANADIAN DOLLARS (Cdn. $400,000,000);

2.1.2 plus interest on such amount, calculated from the date of this Deed and compounded annually, at the rate of twenty-five percent (25 %) per annum.

2.2 Description of Hypothecated Property

The Hypothec constituted by this Deed charges the universality of all of the Grantor's rights, title and interest, present and future, in and to the following property (hereinafter collectively called the "**Hypothecated Property**"):

2.2.1 the Securities (as such term is defined in Section 6.1 hereof) now held by the Grantor in the capital of the Borrower (including its successor) (the "**Pledged Securities**"), including those described in Section 10 hereof, the certificates representing the Pledged Securities, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in

respect of or in exchange for any or all of the Pledged Security; and

2.2.2 any additional securities of the capital of the Borrower from time to time acquired by such Grantor in any manner (which securities shall be deemed to be part of the Pledged Securities), and the certificates representing such additional securities, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such stock.

2.3 **Interpretation**

The parties hereto acknowledge and confirm that:

2.3.1 the Hypothec created on the Hypothecated Property pursuant to this Deed is not and shall not be construed as a floating hypothec within the meaning of Articles 2715 et seq. of the *Civil Code of Québec* (as in effect from time to time, the "**Civil Code**");

2.3.2 the Hypothec constituted by this Deed will remain in full force and effect for the full amount stipulated in Section 2.1 hereof until such time as the Obligations are fully extinguished and an express discharge is granted by the Trustee to the Grantor. The Hypothec, security and rights hereby created in favour of the Trustee will not be extinguished, reduced, novated or otherwise affected by any payments made to or amounts received by the Trustee, directly or indirectly, from the Grantor or any other party or as a result of any insurance indemnities arising from loss or damage to any of the Hypothecated Property or by reason of the collection of any claims hypothecated hereunder; and

2.3.3 should the Obligations at any time be fully extinguished without an express discharge of the Hypothec constituted by this Deed having been granted, and should any new Obligations arise, the security created hereunder will secure such new Obligations in the same manner and to the same extent as if there had never occurred an extinction

of any of the Obligations and the Grantor is and shall remain obligated under the provisions hereof. The Grantor shall be deemed to have obligated itself for such new Obligations pursuant to the provisions hereof and the Hypothec constituted by this Deed shall secure such new Obligations as contemplated by Article 2797 of the Civil Code.

3. GRANTOR'S REPRESENTATIONS AND WARRANTIES

3.1 The Grantor represents and warrants to the Trustee that:

3.1.1 the Grantor is a corporation duly incorporated under the laws of the Province of Québec;

3.1.2 the Grantor has the necessary power and capacity to enter into, deliver and to perform its obligations under this Deed;

3.1.3 all necessary actions have been taken to authorize the entering into of, the delivery of and the performance by the Grantor of all of its obligations under, this Deed;

3.1.4 neither the execution nor the delivery of this Deed by the Grantor, nor the consummation of the transactions contemplated in this Deed, nor compliance by the Grantor with the terms, conditions and provisions of this Deed (i) conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of, the organizational documents of the Grantor or, any agreement or instrument to which the Grantor is a party, or by which the Grantor or any of the Hypothecated Property is bound, (ii) results or will result in the creation or imposition of any Lien (as defined in the Term Loan Agreement) upon any of the Hypothecated Property (other than the Hypothec), or (iii) results or will result in the contravention of any law or rule or regulation to which the Grantor or any of the Hypothecated Property is subject;

3.1.5 this Deed has been executed and delivered by duly authorized representatives of the Grantor;

3.1.6 this Deed constitutes legal, valid and binding obligations of the Grantor, enforceable against it

in accordance with its terms, subject to applicable bankruptcy, winding up, insolvency, moratorium, reorganization, prescription or other similar laws affecting creditors' rights generally;

3.1.7 all of the Pledged Securities have been duly authorized, validly issued and are fully paid and non-assessable;

3.1.8 the Grantor is the owner of the Pledged Securities and is the sole registered holder and the sole beneficial owner thereof;

3.1.9 the transfer of the Pledged Securities in accordance with, and pursuant to, this Deed is not subject to any restriction, except to the extent such restrictions have been waived or the conditions thereof complied with;

3.1.10 the terms of the Pledged Securities (or the constating documents relating thereto) expressly provide that they are securities for the purposes of the STA (as such term is defined in Section 5 hereof) or same are subject to the STA by operation of law;

3.1.11 the Grantor has the right and requisite authority to hypothecate, pledge, assign, transfer, deliver, deposit and set over the Hypothecated Property hypothecated and pledged by the Grantor to the Trustee as provided herein;

3.1.12 none of the Pledged Securities has been issued or transferred in violation of any securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject or the constating documents and by-laws of the Borrower;

3.1.13 all of the Pledged Securities constitute all of the limited partnership units of the capital of the Borrower owned by the Grantor as indicated in Section 10 hereof and are presently represented by the certificates listed in Section 10 hereof. As of the date hereof, there are no existing options, warrants, calls or commitments of any character whatsoever relating to the Pledged Securities; and

3.1.14 other than such consents or authorizations that have already been obtained by the Grantor or any notice of exercise of hypothecary right required to be made or filed under applicable law, no consent, approval, authorization or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for (i) the hypothecation and pledge by the Grantor of the Hypothecated Property pursuant to this Deed or for the execution, delivery or performance of this Deed by the Grantor, or (ii) for the exercise by the Trustee of the voting and other rights provided for in this Deed or the remedies in respect of the Hypothecated Property pursuant to this Deed.

4. GRANTOR'S UNDERTAKINGS

4.1 Alienation and Liens

The Grantor will not sell, assign, alienate, transfer, hypothecate, pledge, or otherwise encumber any of its rights in or to any of the Hypothecated Property, or any unpaid dividends, interest or other distributions or payments with respect to the Hypothecated Property or grant any Lien (as defined in the Term Loan Agreement) on the Hypothecated Property other than as permitted under the Term Loan Agreement.

4.2 Title to Hypothecated Property

The Grantor has and will defend the title to the Hypothecated Property and the Hypothec of the Trustee in the Hypothecated Property against the claim of any Person and will maintain and preserve such Hypothec.

4.3 Notices to the Trustee

The Grantor will promptly notify in writing the Trustee, in reasonable detail, of (**i**) any Lien (as defined in the Term Loan Agreement) on, or claim asserted against, any of the Hypothecated Property other than the Hypothec and those permitted under the Term Loan Agreement, (**ii**) any change outside of the Province of Québec of the chief executive office or domicile of the Grantor, (**iii**) any acquisition by the Grantor of any right, title or interest in any securities in the capital of the Borrower, (**iv**) any change in the name of the

Grantor, and (**v**) any merger or amalgamation of the Grantor with any other Person. The Grantor agrees not to effect or permit any of the changes referred to in clauses (iii) to (v) above unless all filings have been made and all other actions taken that are required in order for the Trustee to continue at all times following such change to have a valid and opposable Hypothec in respect of all of the Hypothecated Property.

4.4 **Description of the Hypothecated Property**

The Grantor will promptly furnish to the Trustee such statements and schedules further identifying and describing the Hypothecated Property, and such other reports in connection with the Hypothecated Property, as the Trustee may from time to time reasonably request.

4.5 **Registration**

The Grantor shall cooperate with the Trustee, to the extent deemed necessary or useful by the Trustee, in order that the Trustee may effect the registrations required for publication of the creation, renewal, extension or preservation of the Hypothec created in its favour pursuant to this Deed, or for the exercise of its hypothecary rights, as the case may be. Without limiting the generality of the foregoing, the Grantor shall do, make and execute, at its own expense, all such deeds, documents and things as may be necessary or advisable, in the opinion of the Trustee's legal counsel, in order that a valid and enforceable Hypothec be created and maintained on any property forming part of the Hypothecated Property as of the execution of this Deed or at any time in the future.

4.6 **Compliance with Law**

The Grantor shall forthwith comply with all statutory, regulatory, administrative and other provisions originating with federal, provincial, municipal or other authorities governing the Hypothecated Property and with all private covenants and restrictions affecting the Hypothecated Property or any part thereof.

5. SURVIVAL OF REPRESENTATIONS, WARRANTIES

All representations, warranties, covenants, agreements, undertakings and conditions made in this Deed, which, if not true, accurate and complete in all material respect when made shall be considered to have been relied on by the Trustee and shall survive the execution

and delivery of this Deed or any investigation made at any time by or on behalf of the Trustee and any disposition or payment of the Obligations until repayment and performance in full of the Obligations and termination of all rights of the Grantor that, if exercised, would result in the existence of Obligations.

6. PROVISIONS APPLICABLE TO THE HYPOTHEC ON SECURITIES

The provisions in this Section 6 apply only to the securities of the Grantor included in the Hypothecated Property.

6.1 Interpretation

Unless otherwise indicated by the context, "**securities**" as used in this Deed means any securities (as defined in *An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements* (Québec) or other similar legislation (as in effect from time to time, collectively, the "**STA**"), bills of exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, without limitation, partnership interests and units in a trust or in a Person other than a corporation) and other securities considered or acknowledged as securities, financial assets and security entitlements (as such terms are defined in the STA), as well as the renewals, substitutions and additions to which the securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom.

6.2 Delivery

The Grantor shall deliver to the Trustee, or to a mutually agreed upon third party, concurrently with the execution and delivery of this Deed, the Pledged Securities duly endorsed in blank for transfer and accompanied by any power of attorney, document and confirmation that the Trustee may reasonably require for such purpose.

The Grantor further undertakes to turn over to the Trustee or to such third party, as soon as the Grantor acquires any securities, such securities and, as soon as the Grantor becomes entitled thereto, the renewals, substitutions and additions to which any securities which may have been delivered pursuant to this Section 6.2 are subject and the securities and other property received or issued upon the

purchase, redemption, conversion, cancellation or any other transformation thereof, along with any income derived (unless otherwise permitted under the Term Loan Agreement) and any rights arising therefrom, the same, where applicable, to be duly endorsed in blank for transfer and accompanied by any power of attorney, document and confirmation that the Trustee may reasonably require for such purpose.

If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall promptly notify the Trustee thereof and, at the Trustee's request and option, pursuant to an agreement in form and substance satisfactory to the Trustee, either (i) cause the issuer to agree to comply, without further consent of the Grantor or such nominee, at any time, with instructions from the Trustee as to such securities, or (ii) arrange for the Trustee to become the registered owner of such securities.

If any securities, whether certificated or uncertificated, or other investment property or financial asset (as such term is defined in the STA) now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary or other intermediary, the Grantor shall promptly notify the Trustee thereof and, at the Trustee's request and option, pursuant to an agreement in form and substance satisfactory to the Trustee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary or other intermediary to agree to comply, in each case without further consent of the Grantor or such nominee, at any time, with entitlement orders or other instructions from the Trustee to such securities intermediary as to such securities or other investment property or financial asset, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Trustee to such commodity intermediary, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Trustee to become the entitlement holder with respect to such financial asset or investment property, with the Grantor being permitted, only with the consent of the Trustee, to exercise rights to withdraw or otherwise deal with such financial asset or investment property.

Notwithstanding anything to the contrary contained in this Section 6.2, once the Trustee has made a request in respect of a financial asset or other investment property as provided herein, the Grantor shall take the actions requested by the

Trustee in respect of such financial asset or investment property and such arrangements shall remain in place unless and until this Deed has been terminated pursuant to the terms hereof.

Furthermore, pursuant to Article 2759 of the Civil Code, the Grantor hereby waives any right it may have to receive, following the occurrence of an Event of Default that is continuing, any prior written notice of the enforcement of the hypothecary remedies of the Trustee in respect of any securities hypothecated hereunder, and acknowledges that the Trustee will not be obliged, following the occurrence of an Event of Default that is continuing, to give a prior notice to the Grantor, to obtain the surrender of any such securities or to observe the limits prescribed by the Civil Code regarding the enforcement of the Trustee's hypothecary rights in respect of any such securities.

6.3 **Voting, etc.**

Unless and until an Event of Default has occurred and is continuing, the Grantor shall be entitled to vote any and all securities and to give consents, waivers or ratifications in respect thereof; provided that no vote shall be cast or any consent, waiver or ratification given or any action taken which would violate or be inconsistent with any of the terms of this Deed, the Term Loan Agreement, any other Loan Documents or any other instrument or agreement or document relating to the Obligations or which would have the effect of materially impairing the position or interests of the Trustee. All such rights of the Grantor to vote and to give consents, waivers and ratifications shall cease in case an Event of Default shall occur and while same subsists, whereupon the Trustee shall be entitled, without limiting its other rights and remedies hereunder, to vote all or any part of the securities whether or not transferred in the Trustee's name and give all consents, waivers and ratifications in respect of the securities and otherwise act with respect thereto as though it was the outright owner thereof.

6.4 **Dividends and other Distributions**

Unless and until an Event of Default has occurred and is continuing, the Grantor may collect all cash dividends payable in respect of the securities, provided that all cash dividends payable in respect of the securities which are determined by the Trustee, in its absolute discretion, to represent in whole or in part an extraordinary, liquidating or

other distribution in return of capital, shall be paid to the Trustee and retained by it as part of the Hypothecated Property unless otherwise permitted to be collected by the Grantor under the Term Loan Agreement. The Trustee shall be entitled to receive directly and to retain as part of the Hypothecated Property:

(a) all other or additional stock or securities paid or distributed by way of dividend in respect of the securities;

(b) all other or additional stock or other securities or property (other than cash) paid or distributed in respect of the securities by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and

(c) all other or additional stock or other securities which may be paid in respect of the securities by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of securities,

provided, however, that until actually paid all rights to such distributions shall remain subject to the Hypothec created by this Deed.

6.5 **Standard of Care**

The Trustee shall not be:

(a) obliged to protest a security, or take steps or institute proceedings to interrupt prescription or protect the securities against depreciation or devaluation or make them productive;

(b) obliged to protect the Grantor against loss relating to a security; or

(c) obliged to vote with respect to a security or a subscription, conversion or other right pertaining thereto, or to any merger, consolidation, reorganization, receiving order, bankruptcy, insolvency proceedings, compromise or arrangement, or concerning the deposit of a security or otherwise, and shall not be obliged to participate in or take any action in relation to such matters, except where the Grantor has provided the Trustee with written instructions to do so and where, in the Trustee's

opinion, the security and the rights conferred hereunder would not be thereby diminished, and upon payment of such indemnity or remuneration as the Trustee may require.

7. DEFAULT

7.1 Each of the following events shall be an event of default (each, an "**Event of Default**"):

7.1.1 if the Grantor fails to comply with any of the provisions of this Deed, subject to any grace periods provided for in the Term Loan Agreement in respect of similar obligations;

7.1.2 if the Borrower fails to pay any Debenture when due; or

7.1.3 if there occurs an "Event of Default" as such term is defined in the Term Loan Agreement.

7.2 The Grantor shall be considered in default hereunder upon the occurrence of an Event of Default that is continuing. Without limiting its right, at any time and at its discretion, to demand payment of any Obligations payable on demand and without prejudice to any rights and remedies which it has pursuant to the agreements with the Grantor or at law (in particular with respect to hypothecated claims), the Trustee, upon the occurrence of an Event of Default that is continuing, may demand, in accordance with the terms of the Term Loan Agreement, immediate and full payment of the amounts owing on account of the Obligations, which shall forthwith become due and payable, and exercise, at its discretion, without restriction and without any prior notice other than such notices as are required by law, any rights and remedies which it has pursuant to this Deed, at law or under the Term Loan Agreement, but always subject to the terms of the Term Loan Agreement, including, in particular, the following hypothecary rights:

- taking of possession for purposes of administration;
- taking in payment;
- sale by the creditor;
- sale by judicial authority.

7.3 **Trustee's Rights**

Irrespective of the particular remedy exercised by the Trustee upon the occurrence of an Event of Default that is continuing, the following provisions shall apply in addition to any provisions that may by law apply in the circumstances, subject always, however, to the terms and conditions of the Term Loan Agreement, the Grantor expressly agreeing thereto:

7.3.1 the Trustee is hereby authorized and empowered to transfer and register in its name or in the name of its nominee the whole or any part of the Hypothecated Property, to exchange certificates or instruments representing or evidencing Hypothecated Property for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Hypothecated Property as though it was the outright owner thereof;

7.3.2 the Trustee may, at its discretion, decide to sell and dispose of the Hypothecated Property as a whole or in separate parcels, by tender, public auction or private contract, on such date and on such terms and conditions as the Trustee may stipulate, after giving such prior notices as are required by articles 2784 and following of the Civil Code, and the Trustee may make such sale for cash or credit upon such reasonable conditions as to upset or reserve bid or price and as to terms of payment as it may deem proper, and may rescind or vary any contract of sale that may have been entered into and resell such property under any of the powers conferred by this Deed, adjourn any such sale from time to time and execute and deliver to the purchaser or purchasers of the said property or any part thereof good and sufficient deed or deeds for the same, the Grantor hereby giving the Trustee an irrevocable power of attorney for the purpose of making such sale and executing such deeds, and any such sale made as aforesaid shall be a perpetual bar in law and in equity against the Grantor and its assigns and against any other Persons who may claim the said

property or any part thereof from the Grantor or its assigns;

7.3.3 the Trustee (or any of its agents or representatives) may be the purchaser of the whole or any part of the Hypothecated Property sold and hold the same thereafter in its own right, free from any claim of the Grantor or any right of redemption (any such right being hereby waived or released);

7.3.4 each sale shall be made to the highest bidder, but the Trustee reserves the right to reject any and all bids at such sale which, in its discretion, it shall deem inadequate. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or any officer or agent of the Trustee. If, at the original time or times appointed for the sale of the whole or any part of the Hypothecated Property, the highest bid, if there be but one sale, shall be inadequate to discharge in full all the Obligations, or if the Hypothecated Property be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to the Trustee, in its discretion, that the proceeds of the sales of the whole of the Hypothecated Property would be unlikely to be sufficient to discharge all the Obligations, the Trustee may, on one or more occasions and in its discretion, postpone any of said sales by public announcement at the time of sale or the time of previous postponement of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; provided, however, that any sale or sales made after such postponement shall be after ten (10) days' notice to the Grantor;

7.3.5 the Grantor agrees that it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Deed, or the absolute sale of the whole or any part of the Hypothecated Property or the possession thereof by any purchaser at any sale hereunder, and the

Grantor waives the benefit of all such laws to the extent it lawfully may do so;

7.3.6 the Grantor agrees that it will not interfere with any right, power and remedy of the Trustee provided for in this Deed, in the Term Loan Agreement, at law or otherwise, or the exercise or beginning of the exercise by the Trustee of any one or more of such rights, powers or remedies. No failure or delay on the part of the Trustee to exercise any such right, power or remedy and no notice or demand which may be given to or made upon the Grantor by the Trustee with respect to any such remedies shall operate as a waiver thereof, or limit or impair the Trustee's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against the Grantor in any respect;

7.3.7 the Trustee may, in the exercise of its rights, renounce any right relating to the Hypothecated Property belonging to the Grantor, even where no valuable consideration is received;

7.3.8 the Trustee shall not be obliged to render an account with respect to its actions in the exercise of its hypothecary rights, except as stipulated by law. Should the Trustee see fit to render an account, it may do so in summary fashion;

7.3.9 if the Trustee elects to exercise its right to take in payment the Hypothecated Property and the Grantor requires that the Trustee instead sell, by itself or under judicial authority, the Hypothecated Property on which such right is exercised, the Grantor hereby acknowledges that the Trustee shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Trustee (i) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Hypothecated Property will be sufficient to pay the Obligations in full, (ii) has been reimbursed for all reasonable costs and expenses incurred in connection with this Deed and (iii) has been advanced the necessary sums for the sale of said Hypothecated Property; the Grantor further

acknowledges that the Trustee alone is entitled to select the type of sale it may wish to conduct or have conducted;

7.3.10 the Trustee may appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a "**Receiver**") of all or any part of the Hypothecated Property or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Trustee has under this Deed or at law. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Grantor and the Trustee shall not be responsible for any act or default of any such Receiver. The Trustee may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Trustee. A court need not appoint, ratify the appointment by the Trustee of or otherwise supervise in any manner the actions of any Receiver.

7.4 **Renunciation to benefits of discussion and division**

Upon the occurrence of an Event of Default that is continuing, the Trustee shall have immediate recourse against the Grantor, the latter renouncing to the benefits of discussion and division.

7.5 **Limited Recourse to the Grantor**

The liability of the Grantor to the Indenture Trustee (for the benefit of the Debentureholders) under this Deed is limited to the extent that such liability is required to permit the Indenture Trustee to realize upon the Hypothecated Property and, upon the occurrence of an Event of Default that is continuing, the sole recourse of the Indenture Trustee (for the benefit of the Debentureholders) against the Grantor under this Deed shall be with respect to the Hypothec granted to the Indenture Trustee on the Hypothecated Property and the Indenture Trustee (for the benefit of the Debentureholders) shall not have any right to payment from the Grantor or

against any of its property or assets other than the Hypothecated Property. For greater certainty, nothing in this Deed shall be interpreted as limiting the liability of the Grantor to the Indenture Trustee or the rights, remedies or recourses of the Indenture Trustee under the Equity Contribution Agreement.

8. THE TRUSTEE

8.1 Fondé de pouvoir

The Trustee shall hold the Hypothec constituted by this Deed for the benefit of the holders from time to time of the Debentures (hereinafter collectively called the "**Debentureholders**") and shall act as their agent in the exercise of the rights conferred hereunder, the whole in accordance with the terms of the Term Loan Agreement. The Trustee shall be considered a "*fondé de pouvoir*" of the Debentureholders within the meaning of Article 2692 of the Civil Code. The Trustee may perform any act necessary to the fulfillment of its duties.

8.2 Habendum

The Trustee shall have and hold the Hypothec constituted by this Deed and all rights hereby conferred unto the Trustee for the benefit and security of all the Debentureholders, the whole as provided under, and subject to the conditions, provisions, covenants and stipulations expressed in, the Term Loan Agreement and herein expressed.

8.3 Liability of Trustee

The Trustee shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. The Trustee shall not be responsible for any loss occasioned by its taking possession of the Hypothecated Property or enforcing the terms of this Deed, nor for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, nor for any act, default or misconduct of any agent, broker, officer, employee or other party acting for or on behalf of the Trustee. The Trustee shall be accountable only for such monies as it shall actually receive.

8.4 Protection of Persons Dealing with the Trustee

No Person dealing with the Trustee or its representatives shall be concerned to inquire whether the security created under this Deed has become enforceable, or whether the powers which the Trustee is purporting to exercise have become exercisable, or whether any

money remains due upon the security of this Deed or the Debentures or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the property or regularity of any sale or of any other dealing by the Trustee with the Hypothecated Property pursuant to the terms of any applicable law or this Deed or to see to the application of any money paid to the Trustee and, in the absence of fraud on the part of such Person, such dealings shall be deemed, so far as regards the safety and protection of such Persons, to be within the powers conferred under this Deed and to be valid and effectual accordingly.

8.5 **Possession or Production of the Debentures Not Required**

All rights of action under this Deed may be enforced by the Trustee without the possession of the Debenture or the production thereof at trial or in other proceedings relevant thereto.

8.6 **Exclusive Right to Act**

No Debentureholder may exercise individually any rights conferred on the Trustee (unless the Trustee is also the sole holder of all of the Debentures or as otherwise permitted under the Term Loan Agreement).

8.7 **Delegation by Trustee**

The Trustee may delegate the exercise of its rights or the performance of its obligations hereunder, to another Person, including a Debentureholder. In that event, after obtaining such written assurances regarding the confidentiality thereof as the Trustee considers reasonably satisfactory, the Trustee may furnish that Person with any information it may have concerning the Grantor or the Hypothecated Property. The Trustee shall not be responsible for damages resulting from such delegation from any fault committed by such delegate.

8.8 **Replacement of Trustee**

The Debentureholders may at any time replace the Trustee from office in accordance with the terms of the Term Loan Agreement, which the Grantor hereby undertakes to accept. The new *fondé de pouvoir* without further act shall then be vested and have all rights, powers and authorities granted to the Trustee hereunder and be subject in all respects to the terms, conditions and provisions hereof to the same extent as if originally acting as *fondé de pouvoir* hereunder.

8.9 **Trustee to Exercise Reasonable Diligence**

The Trustee shall only be accountable for reasonable diligence in the exercise of its functions under this Deed and shall only be liable for its own intentional or gross fault.

8.10 **Absolute Discretion of Trustee**

The Trustee, except as otherwise provided in this Deed, shall, as regards all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of gross or intentional fault, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

8.11 **No Liability for Title Defects**

The Trustee shall not be liable for or by reason of any failure or defect of title to or any priority, prior claim, hypothec, servitude, or other charge upon the Hypothecated Property, or for or by reason of the statements of facts or recitals contained in this Deed or in any other Loan Document, or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by the Grantor only, and it shall not be the duty of the Trustee, and nothing contained in this Deed shall in any way impose any obligation upon the Trustee to insure or keep insured, against loss or damage by fire or otherwise, the Hypothecated Property or any part thereof or to keep itself informed or advised as to the payment by the Grantor of any taxes or assessments or premiums of insurance or other payments which the Grantor should make.

8.12 **Investment of Hypothecated Property**

The Trustee shall be free to invest any monies or instruments received or held by it pursuant hereto or to deposit same in a non-interest bearing account without having to comply with any provisions of the Civil Code concerning the investment of the property of others to the extent permitted under, and subject to the terms of, the Term Loan Agreement.

8.13 **Extensions**

The Trustee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, with other parties and with the Hypothecated Property transferred hereby as the Trustee

may see fit without prejudice to the liability of the Grantor or to the Trustee's rights pursuant to this Deed.

8.14 **Recourse Cumulative**

The rights and recourses of the Trustee pursuant to this Deed are cumulative and do not exclude any other rights and recourses which the Trustee might have. No omission or delay on the part of the Trustee in the exercise of any right shall have the effect of operating as waiver of such right. The partial or sole exercise of a right or power will not prevent the Trustee from exercising thereafter any other right or power.

8.15 **Benefit of Deed**

The rights hereby conferred upon the Trustee shall benefit all of its successors, including any entity resulting from the merger of the Trustee with any other Person or Persons, and any entity that succeeds the Trustee as Trustee.

8.16 **Trustee Not Required to Act**

The Trustee shall have the right in its discretion to proceed in its name as Trustee under this Deed in the enforcement of the security created under this Deed and under any remedy provided by law, whether by legal proceedings or otherwise, the whole in accordance with the Term Loan Agreement. The Trustee may execute any of the powers imposed or conferred upon it under this Deed (subject to the terms of the Term Loan Agreement), and perform any duties required of it, by or through attorneys or agents and, in relation to this Deed (subject to the terms of the Term Loan Agreement), may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, or other expert, whether obtained by the Trustee or by the Grantor or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon save for any such loss occasioned by its intentional or gross fault and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

9. MISCELLANEOUS PROVISIONS

9.1 **Nullity of a Provision**

In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other

provisions of this Deed, shall be severable from such provision and shall continue to have full force and effect.

9.2 **Rights Cumulative and Exercise of Remedies**

The rights hereby created are in addition to and not in substitution for any other right or security held by the Trustee or the Debentureholders. The exercise by the Trustee of any of its rights and remedies shall not prevent it or the Debentureholders from exercising any other right or remedy conferred upon them by this Deed or any other security or by law, the whole in accordance with, and subject to, the terms of the Term Loan Agreement.

The Trustee may exercise the rights conferred upon it by this Deed on any part of the Hypothecated Property, without being obliged to do so on the entire Hypothecated Property and without prejudice to its rights and remedies with respect to the remaining Hypothecated Property, and it shall not be in any way obliged to exercise its rights and remedies against any other Person liable for the Obligations or to realize any other security securing the Obligations.

9.3 **Notice of Default**

The mere expiry of the time limit for performing any of the Obligations shall serve to put the Grantor in default, without any notice or demand being required for that purpose except as required by applicable law, the Term Loan Agreement or any other Loan Document.

9.4 **Waivers**

The Grantor may not claim that an act or omission by the Trustee constitutes or implies a waiver of its right to invoke a default by the Grantor or to assert a right arising out of such default, unless the Trustee has expressly so stated after the occurrence of the default.

9.5 **Power of Attorney**

The Grantor hereby grants to the Trustee an irrevocable power of attorney, effective upon the occurrence of an Event of Default that is continuing, with full powers of substitution and revocation, to do, make and execute, for the Grantor and in its name, all such deeds, documents, transfers, assignments, hypothecs, assurances, consents and things as the Trustee may deem necessary or appropriate to be done, made or executed by the Grantor to protect the Trustee's

rights hereunder and/or preserve the Hypothecated Property and to give effect to all the provisions of this Deed and the documents and other acts, matters and things that the Grantor has agreed to do, make and execute or that may be required in the exercise of the powers conferred upon the Trustee by this Deed, and in particular, without limiting the generality of the foregoing, in order that a valid and enforceable Hypothec be created and maintained on any property forming part of the Hypothecated Property as of the execution of this Deed or at any time in the future, to endorse or transfer all or any part of the securities, if any, included in the Hypothecated Property over to the Trustee or its agents, correspondents or mandataries, including any depositary, so that the Trustee or its agents, correspondents or mandataries may be registered as sole holder of such securities, and to obtain from any taxation authority at any time, if deemed useful, any information necessary to allow the Trustee to determine the amount of the Grantor's indebtedness to such taxation authorities. The Grantor also grants to each of such Persons holding its power of attorney the right to use its name whenever they may deem it necessary or appropriate to do so for the purposes hereof and the Grantor further ratifies and confirms, and undertakes to ratify and confirm, all acts and actions done or taken by each of such Persons in connection herewith.

9.6 **Notices/Election of Domicile**

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by delivery, by registered letter, by facsimile transmission or by electronic delivery to the addresses and facsimile numbers set forth below:

9.6.1 If to the Grantor at:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-8746

With a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366

9.6.2 If to the Trustee at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

Any such demand, request or notice sent as aforesaid shall be sent in accordance with the provisions of the Term Loan Agreement.

However, if the Trustee is unsuccessful in locating the Grantor at such address as indicated in Section 9.6.1 hereof or at such other address as may be notified by the Grantor to the Trustee, such service, notice or demand may be given or made at the office of the Clerk of the Québec Superior Court for the district of Montréal, the Grantor electing domicile at such office for the purposes hereof in that eventuality.

9.7 **Binding Effect**

All rights of the Trustee hereunder shall inure to the benefit of its successors and assigns and all obligations of the Grantor hereunder shall bind the Grantor and its successors and assigns.

9.8 **Interpretation**

References herein to gender shall include all genders and the singular shall include the plural and vice versa, as required by the context.

9.9 **Divisions and Titles**

The division of this Deed into Sections, paragraphs and subparagraphs and the insertion of titles are for ease of reference only and shall not influence its meaning or construction.

9.10 **Applicable Law**

This Deed shall be governed and construed in accordance with the laws in force in the Province of Québec. It must also be interpreted so that any Hypothecated Property located in another jurisdiction be affected by a valid security under the applicable law of such other jurisdiction.

9.11 **Explanation of Contract**

The Grantor confirms that the Trustee has provided it with adequate explanations concerning the nature and scope of this Deed and that it has had an opportunity to consult a lawyer, notary or other adviser in connection therewith.

9.12 **Acknowledgement**

The Grantor hereby acknowledges that it has received and taken cognizance of the Term Loan Agreement and the other Loan Documents and is familiar with all the provisions thereof.

9.13 **Paramountcy**

If there is any conflict or inconsistency between any of the provisions hereof and of the Term Loan Agreement, the provisions of the Term Loan Agreement shall prevail except that the provisions hereof shall prevail insofar as they relate to the creation and enforcement of the Hypothec created hereby.

9.14 **Language**

The parties hereto confirm that it is their wish that this Deed and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cet acte de même que tous documents, y compris tous avis, s'y rapportant soient rédigés en langue anglaise.*

10. DESCRIPTION OF CERTAIN SPECIFIC PROPERTY INCLUDED IN THE HYPOTHECATED PROPERTY (AS OF THE EXECUTION OF THIS DEED)

16,110,100 units of Fonds Luxlas, société en commandite / Luxlas Fund Limited Partnership bearing certificate numbers 2 and 3.

WHEREOF ACTE

DONE AND PASSED at Montréal, Province of Québec, on the day, month and year first mentioned above and entered in the minutes of the undersigned Notary under number

AND AFTER the parties had declared to the said Notary that they had taken cognizance of these presents and had exempted the said Notary from reading them or causing them to be read, the parties hereto have signed with and in the presence of the Notary.

A. LASSONDE INC.

By: _____
Denis Boudreault

JEFFERIES FINANCE LLC

By: _____
Mary Jeanne Phelan

_____
_____, Notary

DEED OF HYPOTHEC

ON THIS _____ (___) day of August, two thousand and eleven (2011).

BEFORE _____, the undersigned Notary practising in the Province of Québec in the City of Montréal

APPEARED: **Industries Lassonde Inc. / Lassonde Industries Inc.**, a corporation duly incorporated pursuant to the *Canada Business Corporations Act*, having its head office at 755 rue Principale, Rougemont, Québec, J0L 1M0, represented by Denis Boudreault, duly authorized for the purposes hereof by a resolution of its board of directors, a certified copy, extract or duplicate of which is annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary,

(including its successors, the "**Grantor**")

AND: **JEFFERIES FINANCE LLC**, a limited liability company organized under the laws of Delaware, having its principal place of business at 520 Madison Avenue, 16th Floor, New York, New York, USA, 10022, represented by Mary Jeanne Phelan, its representative duly authorized for the purposes hereof pursuant to a power of attorney, certified copies, extracts or duplicates of which are annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned Notary;

(in its aforesaid capacity, or any successor in such capacity, the "**Trustee**")

WHEREAS the Borrower (as hereinafter defined) will create and issue, pursuant to a deed of hypothec entered into or to be entered into contemporaneously herewith by the Borrower and 7925271 Canada Inc. in favour of the Trustee, a debenture or series of debentures in favour of Jefferies Finance LLC, in its capacity as Trustee, administrative and collateral

agent for and on behalf of all present and future Secured Parties (as such term is defined in the Term Loan Agreement, as hereinbelow defined), which debenture or series of debentures shall be in the aggregate principal amount of FOUR HUNDRED MILLION CANADIAN DOLLARS (Cdn. $400,000,000) (as amended, restated, renewed, re-issued, supplemented or otherwise modified from time to time, collectively, the "**Debentures**");

WHEREAS that term loan agreement (as same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Term Loan Agreement**") is to be entered into as of or about August __, 2011, among, *inter alia*, Fonds Luxlas, société en commandite / Luxlas Fund Limited Partnership, as borrower (the "**Borrower**"), the guarantors from time to time party thereto, as guarantors, Jefferies Finance LLC, as, *inter alia*, administrative agent and collateral agent, Bank of Montreal, as, *inter alia*, syndication agent, the lending institutions and other entities from time to time party thereto as lenders (the "**Lenders**") and the other Persons party thereto;

WHEREAS unless otherwise defined herein, all capitalized terms when used herein (including in the recitals hereto, which form an integral part hereof) shall have the same meanings as ascribed thereto whether directly or by reference in the Term Loan Agreement; and

WHEREAS the Grantor has agreed to execute and deliver the present deed (as amended, supplemented, restated, replaced or otherwise modified from time to time, "**this Deed**") in favour of the Trustee.

WHEREFORE, the parties hereto have agreed as follows in the presence of the said Notary:

1. SECURED OBLIGATIONS

1.1 The Hypothec (as hereinbelow defined) constituted by this Deed secures, without duplication, the payment and performance of the following obligations (hereinafter collectively called the "**Obligations**"):

1.1.1 the prompt payment of the principal amount of the Debentures and all interest thereon;

1.1.2 the strict performance and observance by the Grantor of all agreements, warranties, representations, covenants, conditions and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay

damages) pursuant to or in connection with this Deed, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time; and

1.1.3 the prompt payment of all amounts payable hereunder and the legitimate costs (including, without limitation, all reasonable fees, charges and disbursements of counsel) that the Trustee may incur to recover the Obligations and preserve the Hypothecated Property (as such expression is hereinbelow defined).

2. HYPOTHEC

2.1 Amount of Hypothec

To secure the payment and performance of the Obligations, the Grantor hereby hypothecates and, to the extent necessary or useful, creates a security interest in (the hypothec and the security interest are hereinafter collectively called the "**Hypothec**"), in favour of the Trustee, the property described in Section 2.2 hereof for the following amounts:

2.1.1 an amount of FOUR HUNDRED MILLION CANADIAN DOLLARS (Cdn. $400,000,000);

2.1.2 plus interest on such amount, calculated from the date of this Deed and compounded annually, at the rate of twenty-five percent (25 %) per annum.

2.2 Description of Hypothecated Property

The Hypothec constituted by this Deed charges the universality of all of the Grantor's rights, title and interest, present and future, in and to the following property (hereinafter collectively called the "**Hypothecated Property**"):

2.2.1 the Securities (as such term is defined in Section 6.1 hereof) now held by the Grantor in the capital of 7925271 Canada Inc. (including its successor, the "**Canadian GP**") (the "**Pledged Securities**"), including those described in Section 10 hereof, the certificates representing the Pledged Securities, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in

exchange for any or all of the Pledged Security; and

2.2.2 any additional securities of the capital of the Canadian GP from time to time acquired by such Grantor in any manner (which securities shall be deemed to be part of the Pledged Securities), and the certificates representing such additional securities, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such stock.

2.3 **Interpretation**

The parties hereto acknowledge and confirm that:

2.3.1 the Hypothec created on the Hypothecated Property pursuant to this Deed is not and shall not be construed as a floating hypothec within the meaning of Articles 2715 et seq. of the *Civil Code of Québec* (as in effect from time to time, the "**Civil Code**");

2.3.2 the Hypothec constituted by this Deed will remain in full force and effect for the full amount stipulated in Section 2.1 hereof until such time as the Obligations are fully extinguished and an express discharge is granted by the Trustee to the Grantor. The Hypothec, security and rights hereby created in favour of the Trustee will not be extinguished, reduced, novated or otherwise affected by any payments made to or amounts received by the Trustee, directly or indirectly, from the Grantor or any other party or as a result of any insurance indemnities arising from loss or damage to any of the Hypothecated Property or by reason of the collection of any claims hypothecated hereunder; and

2.3.3 should the Obligations at any time be fully extinguished without an express discharge of the Hypothec constituted by this Deed having been granted, and should any new Obligations arise, the security created hereunder will secure such new Obligations in the same manner and to the same extent as if there had never occurred an extinction

of any of the Obligations and the Grantor is and shall remain obligated under the provisions hereof. The Grantor shall be deemed to have obligated itself for such new Obligations pursuant to the provisions hereof and the Hypothec constituted by this Deed shall secure such new Obligations as contemplated by Article 2797 of the Civil Code.

3. GRANTOR'S REPRESENTATIONS AND WARRANTIES

3.1 The Grantor represents and warrants to the Trustee that:

3.1.1 the Grantor is a corporation duly incorporated under the laws of Canada;

3.1.2 the Grantor has the necessary power and capacity to enter into, deliver and to perform its obligations under this Deed;

3.1.3 all necessary actions have been taken to authorize the entering into of, the delivery of and the performance by the Grantor of all of its obligations under, this Deed;

3.1.4 neither the execution nor the delivery of this Deed by the Grantor, nor the consummation of the transactions contemplated in this Deed, nor compliance by the Grantor with the terms, conditions and provisions of this Deed (i) conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of, the organizational documents of the Grantor or, any agreement or instrument to which the Grantor is a party, or by which the Grantor or any of the Hypothecated Property is bound, (ii) results or will result in the creation or imposition of any Lien (as defined in the Term Loan Agreement) upon any of the Hypothecated Property (other than the Hypothec), or (iii) results or will result in the contravention of any law or rule or regulation to which the Grantor or any of the Hypothecated Property is subject;

3.1.5 this Deed has been executed and delivered by duly authorized representatives of the Grantor;

3.1.6 this Deed constitutes legal, valid and binding obligations of the Grantor, enforceable against it

in accordance with its terms, subject to applicable bankruptcy, winding up, insolvency, moratorium, reorganization, prescription or other similar laws affecting creditors' rights generally;

3.1.7 all of the Pledged Securities have been duly authorized, validly issued and are fully paid and non-assessable;

3.1.8 the Grantor is the owner of the Pledged Securities and is the sole registered holder and the sole beneficial owner thereof;

3.1.9 the transfer of the Pledged Securities in accordance with, and pursuant to, this Deed is not subject to any restriction, except to the extent such restrictions have been waived or the conditions thereof complied with;

3.1.10 the terms of the Pledged Securities (or the constating documents relating thereto) expressly provide that they are securities for the purposes of the STA (as such term is defined in Section 5 hereof) or same are subject to the STA by operation of law;

3.1.11 the Grantor has the right and requisite authority to hypothecate, pledge, assign, transfer, deliver, deposit and set over the Hypothecated Property hypothecated and pledged by the Grantor to the Trustee as provided herein;

3.1.12 none of the Pledged Securities has been issued or transferred in violation of any securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject or the constating documents and by-laws of the Borrower;

3.1.13 all of the Pledged Securities constitute all of shares of the capital stock of the Borrower owned by the Grantor as indicated in Section 10 hereof and are presently represented by the certificates listed in Section 10 hereof. As of the date hereof, there are no existing options, warrants, calls or commitments of any character whatsoever relating to the Pledged Securities; and

3.1.14 other than such consents or authorizations that have already been obtained by the Grantor or any notice of exercise of hypothecary right require to be made or filed under applicable law, no consent, approval, authorization or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for (i) the hypothecation and pledge by the Grantor of the Hypothecated Property pursuant to this Deed or for the execution, delivery or performance of this Deed by the Grantor, or (ii) for the exercise by the Trustee of the voting and other rights provided for in this Deed or the remedies in respect of the Hypothecated Property pursuant to this Deed.

4. GRANTOR'S UNDERTAKINGS

4.1 Alienation and Liens

The Grantor will not sell, assign, alienate, transfer, hypothecate, pledge, or otherwise encumber any of its rights in or to any of the Hypothecated Property, or any unpaid dividends, interest or other distributions or payments with respect to the Hypothecated Property or grant any Lien (as defined in the Term Loan Agreement) on the Hypothecated Property other than as permitted under the Term Loan Agreement.

4.2 Title to Hypothecated Property

The Grantor has and will defend the title to the Hypothecated Property and the Hypothec of the Trustee in the Hypothecated Property against the claim of any Person and will maintain and preserve such Hypothec.

4.3 Notices to the Trustee

The Grantor will promptly notify in writing the Trustee, in reasonable detail, of (**i**) any Lien (as defined in the Term Loan Agreement) on, or claim asserted against, any of the Hypothecated Property other than the Hypothec and those permitted under the Term Loan Agreement, (**ii**) any change outside of the Province of Québec of the chief executive office or domicile of the Grantor, (**iii**) any acquisition by the Grantor of any right, title or interest in any securities in the capital of the Borrower, (**iv**) any change in the name of the

Grantor, and (**v**) any merger or amalgamation of the Grantor with any other Person. The Grantor agrees not to effect or permit any of the changes referred to in clauses (iii) to (v) above unless all filings have been made and all other actions taken that are required in order for the Trustee to continue at all times following such change to have a valid and opposable Hypothec in respect of all of the Hypothecated Property.

4.4 **Description of the Hypothecated Property**

The Grantor will promptly furnish to the Trustee such statements and schedules further identifying and describing the Hypothecated Property, and such other reports in connection with the Hypothecated Property, as the Trustee may from time to time reasonably request.

4.5 **Registration**

The Grantor shall cooperate with the Trustee, to the extent deemed necessary or useful by the Trustee, in order that the Trustee may effect the registrations required for publication of the creation, renewal, extension or preservation of the Hypothec created in its favour pursuant to this Deed, or for the exercise of its hypothecary rights, as the case may be. Without limiting the generality of the foregoing, the Grantor shall do, make and execute, at its own expense, all such deeds, documents and things as may be necessary or advisable, in the opinion of the Trustee's legal counsel, in order that a valid and enforceable Hypothec be created and maintained on any property forming part of the Hypothecated Property as of the execution of this Deed or at any time in the future.

4.6 **Compliance with Law**

The Grantor shall forthwith comply with all statutory, regulatory, administrative and other provisions originating with federal, provincial, municipal or other authorities governing the Hypothecated Property and with all private covenants and restrictions affecting the Hypothecated Property or any part thereof.

5. SURVIVAL OF REPRESENTATIONS, WARRANTIES

All representations, warranties, covenants, agreements, undertakings and conditions made in this Deed, which, if not true, accurate and complete in all material respect when made shall be considered to have been relied on by the Trustee and shall survive the execution

and delivery of this Deed or any investigation made at any time by or on behalf of the Trustee and any disposition or payment of the Obligations until repayment and performance in full of the Obligations and termination of all rights of the Grantor that, if exercised, would result in the existence of Obligations.

6. PROVISIONS APPLICABLE TO THE HYPOTHEC ON SECURITIES

The provisions in this Section 6 apply only to the securities of the Grantor included in the Hypothecated Property.

6.1 Interpretation

Unless otherwise indicated by the context, "**securities**" as used in this Deed means any securities (as defined in *An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements* (Québec) or other similar legislation (as in effect from time to time, collectively, the "**STA**"), bills of exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, without limitation, partnership interests and units in a trust or in a Person other than a corporation) and other securities considered or acknowledged as securities, financial assets and security entitlements (as such terms are defined in the STA), as well as the renewals, substitutions and additions to which the securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom.

6.2 Delivery

The Grantor shall deliver to the Trustee, or to a mutually agreed upon third party, concurrently with the execution and delivery of this Deed, the Pledged Securities duly endorsed in blank for transfer and accompanied by any power of attorney, document and confirmation that the Trustee may reasonably require for such purpose.

The Grantor further undertakes to turn over to the Trustee or to such third party, as soon as the Grantor acquires any securities, such securities and, as soon as the Grantor becomes entitled thereto, the renewals, substitutions and additions to which any securities which may have been delivered pursuant to this Section 6.2 are subject and the securities and other property received or issued upon the

purchase, redemption, conversion, cancellation or any other transformation thereof, along with any income derived (unless otherwise permitted under the Term Loan Agreement) and any rights arising therefrom, the same, where applicable, to be duly endorsed in blank for transfer and accompanied by any power of attorney, document and confirmation that the Trustee may reasonably require for such purpose.

If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall promptly notify the Trustee thereof and, at the Trustee's request and option, pursuant to an agreement in form and substance satisfactory to the Trustee, either (i) cause the issuer to agree to comply, without further consent of the Grantor or such nominee, at any time, with instructions from the Trustee as to such securities, or (ii) arrange for the Trustee to become the registered owner of such securities.

If any securities, whether certificated or uncertificated, or other investment property or financial asset (as such term is defined in the STA) now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary or other intermediary, the Grantor shall promptly notify the Trustee thereof and, at the Trustee's request and option, pursuant to an agreement in form and substance satisfactory to the Trustee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary or other intermediary to agree to comply, in each case without further consent of the Grantor or such nominee, at any time, with entitlement orders or other instructions from the Trustee to such securities intermediary as to such securities or other investment property or financial asset, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Trustee to such commodity intermediary, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Trustee to become the entitlement holder with respect to such financial asset or investment property, with the Grantor being permitted, only with the consent of the Trustee, to exercise rights to withdraw or otherwise deal with such financial asset or investment property.

Notwithstanding anything to the contrary contained in this Section 6.2, once the Trustee has made a request in respect of a financial asset or other investment property as provided herein, the Grantor shall take the actions requested by the

Trustee in respect of such financial asset or investment property and such arrangements shall remain in place unless and until this Deed has been terminated pursuant to the terms hereof.

Furthermore, pursuant to Article 2759 of the Civil Code, the Grantor hereby waives any right it may have to receive, following the occurrence of an Event of Default that is continuing, any prior written notice of the enforcement of the hypothecary remedies of the Trustee in respect of any securities hypothecated hereunder, and acknowledges that the Trustee will not be obliged, following the occurrence of an Event of Default that is continuing, to give a prior notice to the Grantor, to obtain the surrender of any such securities or to observe the limits prescribed by the Civil Code regarding the enforcement of the Trustee's hypothecary rights in respect of any such securities.

6.3 **Voting, etc.**

Unless and until an Event of Default has occurred and is continuing, the Grantor shall be entitled to vote any and all securities and to give consents, waivers or ratifications in respect thereof; provided that no vote shall be cast or any consent, waiver or ratification given or any action taken which would violate or be inconsistent with any of the terms of this Deed, the Term Loan Agreement, any other Loan Documents or any other instrument or agreement or document relating to the Obligations or which would have the effect of materially impairing the position or interests of the Trustee. All such rights of the Grantor to vote and to give consents, waivers and ratifications shall cease in case an Event of Default shall occur and while same subsists, whereupon the Trustee shall be entitled, without limiting its other rights and remedies hereunder, to vote all or any part of the securities whether or not transferred in the Trustee's name and give all consents, waivers and ratifications in respect of the securities and otherwise act with respect thereto as though it was the outright owner thereof.

6.4 **Dividends and other Distributions**

Unless and until an Event of Default has occurred and is continuing, the Grantor may collect all cash dividends payable in respect of the securities, provided that all cash dividends payable in respect of the securities which are determined by the Trustee, in its absolute discretion, to represent in whole or in part an extraordinary, liquidating or

other distribution in return of capital, shall be paid to the Trustee and retained by it as part of the Hypothecated Property unless otherwise permitted to be collected by the Grantor under the Term Loan Agreement. The Trustee shall be entitled to receive directly and to retain as part of the Hypothecated Property:

(a) all other or additional stock or securities paid or distributed by way of dividend in respect of the securities;

(b) all other or additional stock or other securities or property (other than cash) paid or distributed in respect of the securities by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and

(c) all other or additional stock or other securities which may be paid in respect of the securities by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of securities,

provided, however, that until actually paid all rights to such distributions shall remain subject to the Hypothec created by this Deed.

6.5 **Standard of Care**

The Trustee shall not be:

(a) obliged to protest a security, or take steps or institute proceedings to interrupt prescription or protect the securities against depreciation or devaluation or make them productive;

(b) obliged to protect the Grantor against loss relating to a security; or

(c) obliged to vote with respect to a security or a subscription, conversion or other right pertaining thereto, or to any merger, consolidation, reorganization, receiving order, bankruptcy, insolvency proceedings, compromise or arrangement, or concerning the deposit of a security or otherwise, and shall not be obliged to participate in or take any action in relation to such matters, except where the Grantor has provided the Trustee with written instructions to do so and where, in the Trustee's

opinion, the security and the rights conferred hereunder would not be thereby diminished, and upon payment of such indemnity or remuneration as the Trustee may require.

7. DEFAULT

7.1 Each of the following events shall be an event of default (each, an "**Event of Default**"):

7.1.1 if the Grantor fails to comply with any of the provisions of this Deed, subject to any grace periods provided for in the Term Loan Agreement in respect of similar obligations;

7.1.2 if the Borrower fails to pay any Debenture when due; or

7.1.3 if there occurs an "Event of Default" as such term is defined in the Term Loan Agreement.

7.2 The Grantor shall be considered in default hereunder upon the occurrence of an Event of Default that is continuing. Without limiting its right, at any time and at its discretion, to demand payment of any Obligations payable on demand and without prejudice to any rights and remedies which it has pursuant to the agreements with the Grantor or at law (in particular with respect to hypothecated claims), the Trustee, upon the occurrence of an Event of Default that is continuing, may demand, in accordance with the terms of the Term Loan Agreement, immediate and full payment of the amounts owing on account of the Obligations, which shall forthwith become due and payable, and exercise, at its discretion, without restriction and without any prior notice other than such notices as are required by law, any rights and remedies which it has pursuant to this Deed, at law or under the Term Loan Agreement, but always subject to the terms of the Term Loan Agreement, including, in particular, the following hypothecary rights:

- taking of possession for purposes of administration;
- taking in payment;
- sale by the creditor;
- sale by judicial authority.

7.3 **Trustee's Rights**

Irrespective of the particular remedy exercised by the Trustee upon the occurrence of an Event of Default that is continuing, the following provisions shall apply in addition to any provisions that may by law apply in the circumstances, subject always, however, to the terms and conditions of the Term Loan Agreement, the Grantor expressly agreeing thereto:

7.3.1 the Trustee is hereby authorized and empowered to transfer and register in its name or in the name of its nominee the whole or any part of the Hypothecated Property, to exchange certificates or instruments representing or evidencing Hypothecated Property for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Hypothecated Property as though it was the outright owner thereof;

7.3.2 the Trustee may, at its discretion, decide to sell and dispose of the Hypothecated Property as a whole or in separate parcels, by tender, public auction or private contract, on such date and on such terms and conditions as the Trustee may stipulate, after giving such prior notices as are required by articles 2784 and following of the Civil Code, and the Trustee may make such sale for cash or credit upon such reasonable conditions as to upset or reserve bid or price and as to terms of payment as it may deem proper, and may rescind or vary any contract of sale that may have been entered into and resell such property under any of the powers conferred by this Deed, adjourn any such sale from time to time and execute and deliver to the purchaser or purchasers of the said property or any part thereof good and sufficient deed or deeds for the same, the Grantor hereby giving the Trustee an irrevocable power of attorney for the purpose of making such sale and executing such deeds, and any such sale made as aforesaid shall be a perpetual bar in law and in equity against the Grantor and its assigns and against any other Persons who may claim the said

property or any part thereof from the Grantor or its assigns;

7.3.3 the Trustee (or any of its agents or representatives) may be the purchaser of the whole or any part of the Hypothecated Property sold and hold the same thereafter in its own right, free from any claim of the Grantor or any right of redemption (any such right being hereby waived or released);

7.3.4 each sale shall be made to the highest bidder, but the Trustee reserves the right to reject any and all bids at such sale which, in its discretion, it shall deem inadequate. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or any officer or agent of the Trustee. If, at the original time or times appointed for the sale of the whole or any part of the Hypothecated Property, the highest bid, if there be but one sale, shall be inadequate to discharge in full all the Obligations, or if the Hypothecated Property be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to the Trustee, in its discretion, that the proceeds of the sales of the whole of the Hypothecated Property would be unlikely to be sufficient to discharge all the Obligations, the Trustee may, on one or more occasions and in its discretion, postpone any of said sales by public announcement at the time of sale or the time of previous postponement of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; provided, however, that any sale or sales made after such postponement shall be after ten (10) days' notice to the Grantor;

7.3.5 the Grantor agrees that it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Deed, or the absolute sale of the whole or any part of the Hypothecated Property or the possession thereof by any purchaser at any sale hereunder, and the

Grantor waives the benefit of all such laws to the extent it lawfully may do so;

7.3.6 the Grantor agrees that it will not interfere with any right, power and remedy of the Trustee provided for in this Deed, in the Term Loan Agreement, at law or otherwise, or the exercise or beginning of the exercise by the Trustee of any one or more of such rights, powers or remedies. No failure or delay on the part of the Trustee to exercise any such right, power or remedy and no notice or demand which may be given to or made upon the Grantor by the Trustee with respect to any such remedies shall operate as a waiver thereof, or limit or impair the Trustee's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against the Grantor in any respect;

7.3.7 the Trustee may, in the exercise of its rights, renounce any right relating to the Hypothecated Property belonging to the Grantor, even where no valuable consideration is received;

7.3.8 the Trustee shall not be obliged to render an account with respect to its actions in the exercise of its hypothecary rights, except as stipulated by law. Should the Trustee see fit to render an account, it may do so in summary fashion;

7.3.9 if the Trustee elects to exercise its right to take in payment the Hypothecated Property and the Grantor requires that the Trustee instead sell, by itself or under judicial authority, the Hypothecated Property on which such right is exercised, the Grantor hereby acknowledges that the Trustee shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Trustee (i) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Hypothecated Property will be sufficient to pay the Obligations in full, (ii) has been reimbursed for all reasonable costs and expenses incurred in connection with this Deed and (iii) has been advanced the necessary sums for the sale of said Hypothecated Property; the Grantor further

acknowledges that the Trustee alone is entitled to select the type of sale it may wish to conduct or have conducted;

7.3.10 the Trustee may appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a "**Receiver**") of all or any part of the Hypothecated Property or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Trustee has under this Deed or at law. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Grantor and the Trustee shall not be responsible for any act or default of any such Receiver. The Trustee may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Trustee. A court need not appoint, ratify the appointment by the Trustee of or otherwise supervise in any manner the actions of any Receiver.

7.4 **Renunciation to benefits of discussion and division**

Upon the occurrence of an Event of Default that is continuing, the Trustee shall have immediate recourse against the Grantor, the latter renouncing to the benefits of discussion and division.

7.5 **Limited Recourse to the Grantor**

The liability of the Grantor to the Indenture Trustee (for the benefit of the Debentureholders) under this Deed is limited to the extent that such liability is required to permit the Indenture Trustee to realize upon the Hypothecated Property and, upon the occurrence of an Event of Default that is continuing, the sole recourse of the Indenture Trustee (for the benefit of the Debentureholders) against the Grantor under this Deed shall be with respect to the Hypothec granted to the Indenture Trustee on the Hypothecated Property and the Indenture Trustee (for the benefit of the Debentureholders) shall not have any right to payment from the Grantor or

against any of its property or assets other than the Hypothecated Property. For greater certainty, nothing in this Deed shall be interpreted as limiting the liability of the Grantor to the Indenture Trustee or the rights, remedies or recourses of the Indenture Trustee under the Equity Contribution Agreement.

8. THE TRUSTEE

8.1 Fondé de pouvoir

The Trustee shall hold the Hypothec constituted by this Deed for the benefit of the holders from time to time of the Debentures (hereinafter collectively called the "**Debentureholders**") and shall act as their agent in the exercise of the rights conferred hereunder, the whole in accordance with the terms of the Term Loan Agreement. The Trustee shall be considered a "*fondé de pouvoir*" of the Debentureholders within the meaning of Article 2692 of the Civil Code. The Trustee may perform any act necessary to the fulfillment of its duties.

8.2 Habendum

The Trustee shall have and hold the Hypothec constituted by this Deed and all rights hereby conferred unto the Trustee for the benefit and security of all the Debentureholders, the whole as provided under, and subject to the conditions, provisions, covenants and stipulations expressed in, the Term Loan Agreement and herein expressed.

8.3 Liability of Trustee

The Trustee shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. The Trustee shall not be responsible for any loss occasioned by its taking possession of the Hypothecated Property or enforcing the terms of this Deed, nor for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, nor for any act, default or misconduct of any agent, broker, officer, employee or other party acting for or on behalf of the Trustee. The Trustee shall be accountable only for such monies as it shall actually receive.

8.4 Protection of Persons Dealing with the Trustee

No Person dealing with the Trustee or its representatives shall be concerned to inquire whether the security created under this Deed has become enforceable, or whether the powers which the Trustee is purporting to exercise have become exercisable, or whether any

money remains due upon the security of this Deed or the Debentures or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the property or regularity of any sale or of any other dealing by the Trustee with the Hypothecated Property pursuant to the terms of any applicable law or this Deed or to see to the application of any money paid to the Trustee and, in the absence of fraud on the part of such Person, such dealings shall be deemed, so far as regards the safety and protection of such Persons, to be within the powers conferred under this Deed and to be valid and effectual accordingly.

8.5 **Possession or Production of the Debentures Not Required**

All rights of action under this Deed may be enforced by the Trustee without the possession of the Debenture or the production thereof at trial or in other proceedings relevant thereto.

8.6 **Exclusive Right to Act**

No Debentureholder may exercise individually any rights conferred on the Trustee (unless the Trustee is also the sole holder of all of the Debentures or as otherwise permitted under the Term Loan Agreement).

8.7 **Delegation by Trustee**

The Trustee may delegate the exercise of its rights or the performance of its obligations hereunder, to another Person, including a Debentureholder. In that event, after obtaining such written assurances regarding the confidentiality thereof as the Trustee considers reasonably satisfactory, the Trustee may furnish that Person with any information it may have concerning the Grantor or the Hypothecated Property. The Trustee shall not be responsible for damages resulting from such delegation from any fault committed by such delegate.

8.8 **Replacement of Trustee**

The Debentureholders may at any time replace the Trustee from office in accordance with the terms of the Term Loan Agreement, which the Grantor hereby undertakes to accept. The new *fondé de pouvoir* without further act shall then be vested and have all rights, powers and authorities granted to the Trustee hereunder and be subject in all respects to the terms, conditions and provisions hereof to the same extent as if originally acting as *fondé de pouvoir* hereunder.

8.9 **Trustee to Exercise Reasonable Diligence**

The Trustee shall only be accountable for reasonable diligence in the exercise of its functions under this Deed and shall only be liable for its own intentional or gross fault.

8.10 **Absolute Discretion of Trustee**

The Trustee, except as otherwise provided in this Deed, shall, as regards all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of gross or intentional fault, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

8.11 **No Liability for Title Defects**

The Trustee shall not be liable for or by reason of any failure or defect of title to or any priority, prior claim, hypothec, servitude, or other charge upon the Hypothecated Property, or for or by reason of the statements of facts or recitals contained in this Deed or in any other Loan Document, or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by the Grantor only, and it shall not be the duty of the Trustee, and nothing contained in this Deed shall in any way impose any obligation upon the Trustee to insure or keep insured, against loss or damage by fire or otherwise, the Hypothecated Property or any part thereof or to keep itself informed or advised as to the payment by the Grantor of any taxes or assessments or premiums of insurance or other payments which the Grantor should make.

8.12 **Investment of Hypothecated Property**

The Trustee shall be free to invest any monies or instruments received or held by it pursuant hereto or to deposit same in a non-interest bearing account without having to comply with any provisions of the Civil Code concerning the investment of the property of others to the extent permitted under, and subject to the terms of, the Term Loan Agreement.

8.13 **Extensions**

The Trustee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, with other parties and with the Hypothecated Property transferred hereby as the Trustee

may see fit without prejudice to the liability of the Grantor or to the Trustee's rights pursuant to this Deed.

8.14 **Recourse Cumulative**

The rights and recourses of the Trustee pursuant to this Deed are cumulative and do not exclude any other rights and recourses which the Trustee might have. No omission or delay on the part of the Trustee in the exercise of any right shall have the effect of operating as waiver of such right. The partial or sole exercise of a right or power will not prevent the Trustee from exercising thereafter any other right or power.

8.15 **Benefit of Deed**

The rights hereby conferred upon the Trustee shall benefit all of its successors, including any entity resulting from the merger of the Trustee with any other Person or Persons, and any entity that succeeds the Trustee as Trustee.

8.16 **Trustee Not Required to Act**

The Trustee shall have the right in its discretion to proceed in its name as Trustee under this Deed in the enforcement of the security created under this Deed and under any remedy provided by law, whether by legal proceedings or otherwise, the whole in accordance with the Term Loan Agreement. The Trustee may execute any of the powers imposed or conferred upon it under this Deed (subject to the terms of the Term Loan Agreement), and perform any duties required of it, by or through attorneys or agents and, in relation to this Deed (subject to the terms of the Term Loan Agreement), may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, or other expert, whether obtained by the Trustee or by the Grantor or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon save for any such loss occasioned by its intentional or gross fault and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

9. MISCELLANEOUS PROVISIONS

9.1 **Nullity of a Provision**

In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other

provisions of this Deed, shall be severable from such provision and shall continue to have full force and effect.

9.2 **Rights Cumulative and Exercise of Remedies**

The rights hereby created are in addition to and not in substitution for any other right or security held by the Trustee or the Debentureholders. The exercise by the Trustee of any of its rights and remedies shall not prevent it or the Debentureholders from exercising any other right or remedy conferred upon them by this Deed or any other security or by law, the whole in accordance with, and subject to, the terms of the Term Loan Agreement.

The Trustee may exercise the rights conferred upon it by this Deed on any part of the Hypothecated Property, without being obliged to do so on the entire Hypothecated Property and without prejudice to its rights and remedies with respect to the remaining Hypothecated Property, and it shall not be in any way obliged to exercise its rights and remedies against any other Person liable for the Obligations or to realize any other security securing the Obligations.

9.3 **Notice of Default**

The mere expiry of the time limit for performing any of the Obligations shall serve to put the Grantor in default, without any notice or demand being required for that purpose except as required by applicable law, the Term Loan Agreement or any other Loan Document.

9.4 **Waivers**

The Grantor may not claim that an act or omission by the Trustee constitutes or implies a waiver of its right to invoke a default by the Grantor or to assert a right arising out of such default, unless the Trustee has expressly so stated after the occurrence of the default.

9.5 **Power of Attorney**

The Grantor hereby grants to the Trustee an irrevocable power of attorney, effective upon the occurrence of an Event of Default that is continuing, with full powers of substitution and revocation, to do, make and execute, for the Grantor and in its name, all such deeds, documents, transfers, assignments, hypothecs, assurances, consents and things as the Trustee may deem necessary or appropriate to be done, made or executed by the Grantor to protect the Trustee's

rights hereunder and/or preserve the Hypothecated Property and to give effect to all the provisions of this Deed and the documents and other acts, matters and things that the Grantor has agreed to do, make and execute or that may be required in the exercise of the powers conferred upon the Trustee by this Deed, and in particular, without limiting the generality of the foregoing, in order that a valid and enforceable Hypothec be created and maintained on any property forming part of the Hypothecated Property as of the execution of this Deed or at any time in the future, to endorse or transfer all or any part of the securities, if any, included in the Hypothecated Property over to the Trustee or its agents, correspondents or mandataries, including any depositary, so that the Trustee or its agents, correspondents or mandataries may be registered as sole holder of such securities, and to obtain from any taxation authority at any time, if deemed useful, any information necessary to allow the Trustee to determine the amount of the Grantor's indebtedness to such taxation authorities. The Grantor also grants to each of such Persons holding its power of attorney the right to use its name whenever they may deem it necessary or appropriate to do so for the purposes hereof and the Grantor further ratifies and confirms, and undertakes to ratify and confirm, all acts and actions done or taken by each of such Persons in connection herewith.

9.6 **Notices/Election of Domicile**

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by delivery, by registered letter, by facsimile transmission or by electronic delivery to the addresses and facsimile numbers set forth below:

9.6.1 If to the Grantor at:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600
Attention: Chief Financial Officer
Facsimile No.: (856) 455-8746

With a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366

9.6.2 If to the Trustee at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444

Any such demand, request or notice sent as aforesaid shall be sent in accordance with the provisions of the Term Loan Agreement.

However, if the Trustee is unsuccessful in locating the Grantor at such address as indicated in Section 9.6.1 hereof or at such other address as may be notified by the Grantor to the Trustee, such service, notice or demand may be given or made at the office of the Clerk of the Québec Superior Court for the district of Montréal, the Grantor electing domicile at such office for the purposes hereof in that eventuality.

9.7 **Binding Effect**

All rights of the Trustee hereunder shall inure to the benefit of its successors and assigns and all obligations of the Grantor hereunder shall bind the Grantor and its successors and assigns.

9.8 **Interpretation**

References herein to gender shall include all genders and the singular shall include the plural and vice versa, as required by the context.

9.9 **Divisions and Titles**

The division of this Deed into Sections, paragraphs and subparagraphs and the insertion of titles are for ease of reference only and shall not influence its meaning or construction.

9.10 **Applicable Law**

This Deed shall be governed and construed in accordance with the laws in force in the Province of Québec. It must also be interpreted so that any Hypothecated Property located in another jurisdiction be affected by a valid security under the applicable law of such other jurisdiction.

9.11 **Explanation of Contract**

The Grantor confirms that the Trustee has provided it with adequate explanations concerning the nature and scope of this Deed and that it has had an opportunity to consult a lawyer, notary or other adviser in connection therewith.

9.12 **Acknowledgement**

The Grantor hereby acknowledges that it has received and taken cognizance of the Term Loan Agreement and the other Loan Documents and is familiar with all the provisions thereof.

9.13 **Paramountcy**

If there is any conflict or inconsistency between any of the provisions hereof and of the Term Loan Agreement, the provisions of the Term Loan Agreement shall prevail except that the provisions hereof shall prevail insofar as they relate to the creation and enforcement of the Hypothec created hereby.

9.14 **Language**

The parties hereto confirm that it is their wish that this Deed and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cet acte de même que tous documents, y compris tous avis, s'y rapportant soient rédigés en langue anglaise.*

10. DESCRIPTION OF CERTAIN SPECIFIC PROPERTY INCLUDED IN THE HYPOTHECATED PROPERTY (AS OF THE EXECUTION OF THIS DEED)

One common share in the share capital of 7925271 Canada Inc. bearing certificate number 1.

WHEREOF ACTE

DONE AND PASSED at Montréal, Province of Québec, on the day, month and year first mentioned above and entered in the minutes of the undersigned Notary under number

AND AFTER the parties had declared to the said Notary that they had taken cognizance of these presents and had exempted the said Notary from reading them or causing them to be read, the parties hereto have signed with and in the presence of the Notary.

INDUSTRIES LASSONDE INC. /
LASSONDE INDUSTRIES INC.

By: _____
Denis Boudreault

JEFFERIES FINANCE LLC

By: _____
Mary Jeanne Phelan

_____
_____, Notary

EXHIBIT K-4

FORM OF
LUXEMBOURG SECURITY AGREEMENT

(To be Provided Separately)

LUXCO SECURITY AGREEMENT

By

POMONA MERGER CORP.
(which on the Closing Date shall be merged with and into Clement Pappas and Company, Inc.),
as Borrower,

POMONA HOLDINGS, INC.,

and

CLEMENT PAPPAS AND COMPANY, INC.

and each of its

SUBSIDIARIES PARTY HERETO,
as Pledgors,

and

JEFFERIES FINANCE LLC,
as Collateral Agent

Dated as of August __, 2011

This LuxCo Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as amended, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of as of August [_], 2011, by and among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, and Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (collectively, the "Subordinated Creditors" and individually, each a "Subordinated Creditor"), and Jefferies Finance LLC, as administrative agent for the Senior Creditors (as defined therein) (in such capacity, the "Senior Creditor Agent"), and acknowledged and agreed to by each Loan Party (as defined therein); and each holder of this instrument, by acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

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LUXCO SECURITY AGREEMENT

LUXCO SECURITY AGREEMENT dated as of August __, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), made by Pomona Merger Corp., a New Jersey corporation ("MergerSub", that as of the date hereof will be merged be merged with and into Clement Pappas and Company, Inc., a New Jersey Corporation ("Company" and collectively with MergerSub, the "Borrower"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), and each of the other Loan Parties (as defined in the LuxCo Loan Agreement (as hereinafter defined)) from time to time party hereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Borrower and Holdings, as guarantors (except in the case of the Company), pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

R E C I T A L S:

A. Borrower, each of the other Pledgors from time to time party thereto, the Collateral Agent and Lassonde Luxembourg, as lender (the "Lender"), have entered into that certain LuxCo Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Loan Agreement").

B. The Pledgors have, pursuant to the LuxCo Loan Agreement, unconditionally guaranteed the Secured Obligations.

C. Borrower and the other Pledgors will receive substantial benefits from the execution, delivery and performance of the Secured Obligations under the LuxCo Loan Agreement and the other Loan Documents and are, therefore, willing to enter into this Agreement.

D. Each Pledgor is, or as to Collateral acquired by such Pledgor after the date hereof will be, the legal and/or beneficial owner of the Collateral pledged by it hereunder and this Agreement is given by each Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

E. It is a condition to the obligations of the Lender to make the Loans under the LuxCo Loan Agreement and the Secured Parties to provide the other Secured Obligations under the Loan Documents that each Pledgor executes and delivers the applicable Loan Documents, including this Agreement.

F. The Pledgors are concurrently granting to (a) the Revolving Credit Agent for the benefit of the lenders under the Revolving Credit Agreement and (b) the Term Loan Agent for the benefit

of the Term Loan Lenders under the Term Loan Agreement, a security interest in the Collateral (it being understood that the relative rights and priorities of the grantees in respect of the Collateral are governed by the Intercreditor Agreement).

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions.

(a) Unless otherwise defined herein or in the LuxCo Loan Agreement, capitalized terms used herein that are defined in the UCC have the meanings assigned to them in the UCC.

(b) Terms used but not otherwise defined herein that are defined in the LuxCo Loan Agreement have the meanings given to them in the LuxCo Loan Agreement. In addition, the following terms shall have the following meanings:

"Additional Pledged Interests" means, collectively, with respect to each Pledgor, (a) all options, warrants, rights, agreements, additional membership, partnership or other Equity Interests of whatever class of any issuer of Initial Pledged Interests or any interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such interests in each such issuer or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests from time to time acquired by such Pledgor in any manner and (b) all membership, partnership or other Equity Interests, as applicable, of each limited liability company, partnership or other entity (other than a corporation) hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements, additional membership, partnership or other Equity Interests of whatever class of such limited liability company, partnership or other entity, together with all rights, privileges, authority and powers of such Pledgor relating to such interests or under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests, from time to time acquired by such Pledgor in any manner.

"Additional Pledged Shares" means, collectively, with respect to each Pledgor, (a) all options, warrants, rights, Equity Interests, agreements, additional shares of capital stock of whatever class of any

issuer of the Initial Pledged Shares or any other equity interest in any such issuer, together with all rights, privileges, authority and powers of such Pledgor relating to such interests issued by any such issuer under any Organizational Document of any such issuer, and the certificates, instruments and agreements representing such interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such interests, from time to time acquired by such Pledgor in any manner and (b) all the issued and outstanding shares of capital stock of each corporation hereafter acquired or formed by such Pledgor and all options, warrants, rights, agreements or additional shares of capital stock of whatever class of such corporation, together with all rights, privileges, authority and powers of such Pledgor relating to such shares or under any Organizational Document of such corporation, and the certificates, instruments and agreements representing such shares and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such shares, from time to time acquired by such Pledgor in any manner.

"Agreement" has the meaning assigned to such term in the preamble hereof.

"Bailee Letter" has the meaning assigned to such term in Section 3.4(i).

"Borrower" has the meaning assigned to such term in the recitals hereof.

"Charges" means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and all claims (including any landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other charges arising by operation of law) against, all or any portion of the Collateral.

"Collateral" has the meaning assigned to such term in Section 2.1.

"Collateral Account" means a collateral account or sub-account established and maintained in accordance with the provisions of Section 9.01 of the LuxCo Loan Agreement and all property from time to time on deposit in the Collateral Account.

"Collateral Agent" has the meaning assigned to such term in the preamble hereof.

"Commercial Motor Vehicles" means motor vehicles used primarily for commercial purposes.

"Commodity Account Control Agreement" means a commodity account control agreement in a form that is reasonably satisfactory to the Collateral Agent.

"Company" has the meaning assigned to such term in the preamble hereof.

"Computer Hardware" means all rights (including rights as licensee and lessee) with respect to (a) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, computer elements, card readers, tape drives, hard and soft disc drives, cables, electrical supply hardware, generators, power equalizers, accessories,

peripheral devices and other related computer hardware; and (b) any documentation for hardware, software and firmware described in clause (a), including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes; and all rights with respect thereto, including any and all licenses, options, warrants, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions, new versions or model conversions of any of the foregoing.

"Computer Software" means all rights (including rights as licensee and lessee) with respect to all computer software, software programs and databases designed for use on or in connection with Computer Hardware (including source code, object code and all related applications and data files) and including (a) all operating system software, utilities and application programs in any form; (b) any firmware associated with any of the foregoing; (c) any tangible embodiments of and any documentation for the software, programs, databases and firmware described in clauses (a), and (b) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes; and (d) all rights with respect any of the foregoing, including any and all licenses, options, warrants, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions, new versions or model conversions of any of the foregoing, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing.

"Contracts" means, collectively, with respect to each Pledgor, all contracts, agreements and grants (in each case, whether written or oral, or third party or intercompany), to which such Pledgor is a party, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Control" means (a) in the case of each Deposit Account, "control," as such term is defined in Section 9-104 of the UCC, and (b) in the case of any Security Entitlement, "control," as such term is defined in Section 8-106 of the UCC and (c) in the case of any Commodity Contract, "control," as such term is defined in Section 9-106 of the UCC.

"Control Agreements" means, collectively, the Deposit Account Control Agreement(s), the Securities Account Control Agreement(s) and the Commodity Account Control Agreement(s).

"Copyright Security Agreement" means an agreement substantially in the form of Exhibit 6 hereto.

"Copyrights" means, collectively, all works of authorship (whether or not protected by statutory or common law copyright, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications, together with any and all (a) tangible embodiments of any of the foregoing, (b) rights and privileges arising under applicable Legal Requirements with respect to the use of such copyrights, (c) reissues, renewals, continuations, modifications, and extensions thereof and derivative works, (d) income, fees, royalties, damages, claims

and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Deposit Account Control Agreement" means an agreement substantially in the form of Exhibit 5 hereto or such other form that is reasonably satisfactory to the Collateral Agent.

"Deposit Accounts" means, collectively, with respect to each Pledgor, (a) all "deposit accounts" as such term is defined in the UCC, each Collateral Account and all accounts and sub-accounts relating to any of the foregoing accounts and (b) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (a) of this definition.

"Discharge of Revolving Credit Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Distributions" means, collectively, with respect to each Pledgor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to such Pledgor in respect of or in exchange for any or all of the Pledged Securities or Intercompany Notes.

"Excluded Accounts" means, as to any Pledgor, all Deposit Accounts that are maintained in the ordinary course of business and used exclusively (x) as a payroll account for the employees of such Pledgor (provided that the amount contained in such account shall at no time exceed the total amount of payroll payable to the employees of such Pledgor within the immediately succeeding 30 days), (y) as tax withholding accounts that contain an aggregate amount that does not exceed the aggregate amount required to be withheld for tax purposes by Legal Requirements or (z) Deposit Accounts holding at all times less than $250,000 in the aggregate.

"Excluded Property" means (a) any lease, permit, license, contract, property rights (including any United States intent-to-use trademark or service mark applications) or agreement to which any Pledgor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Pledgor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, permit, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Legal Requirement or principles of equity); *provided*, *however*, that "Excluded Property" shall not include any proceeds of such lease, license, contract, property rights or agreement and provided further that such security interest shall attach immediately and automatically at such time as the condition causing such abandonment, breach, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that

does not result in any of the consequences specified in (i) or (ii), (b) any Voting Stock held by any Pledgor in any Foreign Subsidiary in excess of 66% of the total voting power of all outstanding Voting Stock of such Foreign Subsidiary, it being understood that any such Equity Interests constituting "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as Voting Stock for purposes of this definition, or (c) any Excluded Accounts; *provided*, *further*, that at such time as any Excluded Property shall no longer constitute Excluded Property, the assets comprising such Excluded Property shall immediately constitute Collateral and a lien on and security interest in and to all of the right, title and interest of the applicable Pledgor in, to and under such assets shall immediately attach thereto as provided hereunder.

"General Intangibles" means, collectively, with respect to each Pledgor, all "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by such Pledgor and, in any event, shall include (a) all of such Pledgor's rights, title and interest in, to and under all insurance policies and coverages and Contracts, (b) all of such Pledgor's interest in know-how and warranties relating to any of the Collateral or any Mortgaged Property, (c) any and all other rights, claims, choses-in-action and causes of action of such Pledgor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith, (d) all guarantees, endorsements and indemnifications on, or of, any of the Collateral or any Mortgaged Property, (e) all of Pledgor's interest in lists, books, records, correspondence, ledgers, printouts, files (whether in printed form or stored electronically), tapes and other papers or materials containing information relating to any of the Collateral or any Mortgaged Property, including all customer or tenant lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, appraisals, recorded knowledge, surveys, studies, engineering reports, test reports, manuals, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like, field repair data, accounting information pertaining to such Pledgor's operations or any of the Collateral or any Mortgaged Property and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, (f) all licenses, consents, permits, variances, certifications, authorizations and approvals, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held by such Pledgor pertaining to operations now or hereafter conducted by such Pledgor or any of the Collateral or any Mortgaged Property, including building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation, and (g) all rights to reserves, payment intangibles, deferred payments, deposits, refunds, indemnification of claims to the extent the foregoing relate to any Collateral or any Mortgaged Property and claims for tax or other refunds against any Governmental Authority relating to any Collateral or any Mortgaged Property.

"Goodwill" means, collectively, with respect to each Pledgor, the goodwill connected with such Pledgor's business including (a) all goodwill connected with the use of and symbolized by any Intellectual Property Collateral in which such Pledgor has any interest, (b) all product lines of such Pledgor's business and (c) such other assets which relate to such goodwill.

"Holdings" has the meaning assigned to such term in the preamble hereof.

"Initial Pledged Interests" means, with respect to each Pledgor, all membership, partnership or other Equity Interests (other than in a corporation), as applicable, in each issuer described in Schedule 10 to the Perfection Certificate (other than Holdings), together with all rights, privileges, authority and powers of such Pledgor in and to each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such membership, partnership or other Equity Interests and any and all interests of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other Equity Interests.

"Initial Pledged Shares" means, collectively, with respect to each Pledgor, the issued and outstanding shares of capital stock in each issuer that is a corporation described in Schedule 10 to the Perfection Certificate (other than Holdings), together with all rights, privileges, authority and powers of such Pledgor relating to such shares of capital stock in each such issuer or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such shares of capital stock and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to the Initial Pledged Shares.

"Instruments" means, collectively, with respect to each Pledgor, all "instruments," as such term is defined in Article 9, rather than Article 3, of the UCC, and shall include all promissory notes, drafts, bills of exchange or acceptances.

"Intellectual Property Collateral" means, collectively, all (i) Patents, Trademarks, Copyrights, Computer Software and Trade Secrets now owned or hereafter created or acquired by or assigned to such Pledgor, including, without limitation, the Patents, Trademarks (including Internet domain names) and Copyrights that are Registered or listed in Schedule 13 to the Perfection Certificate, (ii) License Agreements to which any Pledgor is now or hereafter becomes a party or beneficiary, including, without limitation, the License Agreements listed in Schedule 13 to the Perfection Certificate and (iii) Goodwill.

"Intercompany Notes" means, with respect to each Pledgor, the Intercompany Subordinated Note, all other intercompany notes of any Pledgor listed on Schedule 11 to the Perfection Certificate and any intercompany notes hereafter acquired by such Pledgor and all certificates, instruments or agreements evidencing the Intercompany Note and such other intercompany notes, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Intercreditor Agreement" means the Intercreditor Agreement dated as of the date hereof among the Collateral Agent, the Revolving Credit Agent, the Term Loan Agent and each Pledgor from time to time party thereto.

"Investment Property" means any Security, whether certificated or uncertificated, Security Entitlement, Securities Account, Commodity Contract or Commodity Account, excluding, however, the Securities Collateral.

"Joinder Agreement" means an agreement substantially in the form of Exhibit 3 hereto.

"Lender" has the meaning assigned to such term in the recitals hereof.

"License Agreements" means, collectively, all agreements, consents, franchises and covenants not to sue relating to the license, development, use or disclosure of any Patent, Trademark, Copyright or Trade Secret, other than (i) agreements relating to off-the-shelf or click through computer programs that are generally available to the public and (ii) non-disclosure agreements, but only to the extent they are entered into for purposes of exploring potential business relationships with third parties and do not include any license or development of intellectual property rights, together with any and all (a) renewals, extensions, supplements and continuations thereof, (b) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (c) rights to sue for past, present or future infringements or violations thereof and (d) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets.

"LuxCo Loan Agreement" has the meaning assigned to such term in the recitals hereof.

"Patent Security Agreement" means an agreement substantially in the form of Exhibit 7 hereto.

"Patents" means, collectively, all patents, patent applications, utility models and statutory invention registrations (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any patents, (b) inventions and improvements described and charged therein, (c) reissues, divisions, continuations, renewals, extensions, modifications and continuations-in-part thereof, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Perfection Certificate" means the perfection certificate dated as of the date hereof, executed and delivered by each Pledgor party thereto in favor of the Collateral Agent for the benefit of the Secured Parties, and each other Perfection Certificate and any supplement thereto (which shall be in form and substance reasonably acceptable to the Collateral Agent) executed and delivered by the applicable Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties contemporaneously with the execution and delivery of each Joinder Agreement executed in accordance with Section 3.5, in each case, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time by a Perfection Certificate Supplement or otherwise in accordance with the LuxCo Loan Agreement.

"Pledge Amendment" has the meaning assigned to such term in Section 5.1.

"Pledged Interests" means, collectively, the Initial Pledged Interests and the Additional Pledged Interests.

"Pledged Securities" means, collectively, the Pledged Interests, the Pledged Shares and the Successor Interests.

"Pledged Shares" means, collectively, the Initial Pledged Shares and the Additional Pledged Shares.

"Pledgor" has the meaning assigned to such term in the preamble hereof.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

"Revolving Credit Agent" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Agreement" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Documents" has the meaning assigned to such term in the Intercreditor Agreement.

"Revolving Credit Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Secured Obligations" has the meaning assigned to such term in the LuxCo Loan Agreement.

"Secured Parties" has the meaning assigned to such term in the LuxCo Loan Agreement.

"Securities Account Control Agreement" means an agreement substantially in the form of Exhibit 4 hereto or such other form that is reasonably satisfactory to the Collateral Agent.

"Securities Collateral" means, collectively, the Pledged Securities, the Intercompany Notes and the Distributions.

"Subordination Agreement" means a subordination agreement dated as of the date hereof among the Lender, the Collateral Agent, Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, and the Term Loan Agent.

"Successor Interests" means, collectively, with respect to each Pledgor, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company, partnership or other entity owned by such Pledgor (unless such successor is such Pledgor itself) formed by or resulting from any consolidation or merger in which any Person listed in Schedule 1(a) to the Perfection Certificate is not the surviving entity.

"Term Loan Agent" has the meaning assigned to such term in the Intercreditor Agreement.

"Term Loan Agreement" has the meaning assigned to such term in the Intercreditor Agreement.

"Term Loan Lenders" has the meaning assigned to such term in the Intercreditor Agreement.

"Term Loan Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"Trade Secrets" means, collectively, (a) all know-how, trade secrets and confidential or proprietary information, including customer and supplier lists, proprietary information, inventions, methods, plans, policies, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, pricing and cost information and business and marketing plans and proposals, (b) all registrations and applications for registrations for any of the foregoing, (c) all tangible embodiments of any of the foregoing, (d) the right to limit the use or disclosure of any of the foregoing by any Person, (e) all rights and privileges arising under applicable Legal Requirements with respect to the use of any such information, (f) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements or misappropriations thereof, (g) rights corresponding thereto throughout the world and (h) rights to sue for past, present or future infringements thereof.

"Trademark Security Agreement" means an agreement substantially in the form of Exhibit 8 hereto.

"Trademarks" means, collectively, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising under applicable Legal Requirements with respect to the use of any trademarks, (b) goodwill associated therewith or symbolized thereby, (c) reissues, continuations, extensions and renewals thereof, (d) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

"Transferable Record" has the meaning assigned to that term in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; *provided, however*, that if by reason of mandatory provisions of applicable Legal Requirements, any or all of the attachment, perfection or priority of the Collateral Agent's and the other Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

SECTION 1.2 Interpretation. The rules of interpretation specified in the LuxCo Loan Agreement (including Section 1.03 thereof) shall be applicable to this Agreement.

SECTION 1.3 Resolution of Drafting Ambiguities. Each Pledgor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Collateral Agent) shall not be employed in the interpretation hereof.

SECTION 1.4 Perfection Certificate. Each of the Persons from time to time party hereto agrees that the Perfection Certificate and all descriptions of Collateral, schedules, amendments and supplements thereto are and shall at all times remain a part of this Agreement.

ARTICLE II

GRANT OF SECURITY AND SECURED OBLIGATIONS

SECTION 2.1 Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

(a) all Accounts;

(b) all cash and Cash Equivalents;

(c) all Chattel Paper;

(d) all Collateral Accounts;

(e) all Commercial Tort Claims, including those of any Pledgor described on Schedule 14 to the Perfection Certificate;

(f) all Computer Hardware;

(g) all Deposit Accounts;

(h) all Documents;

(i) all Equipment (including Commercial Motor Vehicles) and Fixtures;

(j) all General Intangibles;

(k) all Goods;

(l) all Instruments;

(m) all Intellectual Property Collateral;

(n) all Inventory;

(o) all Investment Property;

(p) all Letters of Credit and Letter-of-Credit Rights (whether or not the Letter of Credit is evidenced by a writing);

(q) all Securities Collateral;

(r) all Supporting Obligations;

(s) all books and records pertaining to the Collateral;

(t) to the extent not covered by clauses (a) through (s) of this sentence, all choses in action and all other personal property of such Pledgor, whether tangible or intangible; and

(u) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (u) above or in any other provision of any Loan Document, (x) the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property (but shall include the Proceeds and products of Excluded Property and each other item set forth in clause (u) above with respect to Excluded Property, in each case, to the extent that such Proceeds, products and other items do not themselves constitute Excluded Property) and (y) except as permitted pursuant to the LuxCo Loan Agreement, from and after the Closing Date, no Pledgor shall permit to become effective in any document creating, governing or providing for any permit, lease or license, a provision that would prohibit the creation of a Lien on such permit, lease or license in favor of the Collateral Agent.

SECTION 2.2 Filings.

(a) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file or record in any relevant jurisdiction any initial financing statements (including fixture filings), continuation statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement, continuation statement or amendment relating to the Collateral, including (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor, and (ii) in the case of a financing statement filed as a fixture filing or a transmitting utility filing or covering

Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. Each Pledgor agrees to provide all information described in the immediately preceding sentence to the Collateral Agent promptly upon request. Such financing statements may describe the Collateral in the same manner as described herein or may contain a description of Collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection or priority of the security interest in the collateral granted to the Collateral Agent in connection herewith, including, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired" (regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC).

(b) Each Pledgor hereby ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto relating to the Collateral if filed prior to the date hereof.

(c) Each Pledgor hereby further authorizes the Collateral Agent to file and/or record with the United States Patent and Trademark Office, the United States Copyright Office, any applicable successor office and any other similar office or Governmental Authority in any other country, as applicable, this Agreement, the Copyright Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, and any other documents determined by the Collateral Agent in its sole discretion to be necessary, advisable or prudent for the purpose of recording, perfecting, confirming, continuing, enforcing or protecting the pledge and security interest or the priority thereof granted by such Pledgor hereunder, with or without the signature of such Pledgor, and naming such Pledgor, as debtor, and the Collateral Agent, as secured party.

SECTION 2.3 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder (including under Article IX hereof) are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 2.4 Subordination Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder (including under Article IX hereof) are subject to the terms of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Agreement, the terms of the Subordination Agreement shall govern and control.

SECTION 2.5 Possession or Control of Collateral. Notwithstanding anything herein to the contrary, prior to the Discharge of Revolving Credit Obligations for so long as the Intercreditor Agreement and Revolving Credit Documents shall require the delivery of possession or control to the

Revolving Credit Agent of any Collateral, any covenant hereunder requiring (or any representation or warranty hereunder to the extent that it would have the effect of requiring) the delivery of possession or control to the Collateral Agent of such Collateral shall be deemed to have been satisfied (or, in the case of any representation and warranty, shall be deemed to be true) if, prior to the Discharge of Revolving Credit Obligations, such possession or control shall have been delivered to the Revolving Credit Agent to secure the Revolving Credit Obligations, as provided in the Intercreditor Agreement.

ARTICLE III

PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES; USE OF PLEDGED COLLATERAL

SECTION 3.1 Delivery of Certificated Securities Collateral. Each Pledgor represents and warrants that all certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Collateral Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that the Collateral Agent has a valid and enforceable perfected first priority security interest therein and in the Securities Collateral and, with respect to any certificates delivered to the Collateral Agent representing or evidencing the Securities Collateral, such Pledgor shall take, and shall cause the issuer to take, such action as the Collateral Agent deems to be necessary, advisable or prudent to ensure that such certificates shall constitute Securities (as defined in Article 8 of the UCC). Each Pledgor hereby agrees that all certificates, agreements or instruments representing or evidencing Securities Collateral acquired by such Pledgor after the date hereof shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion) upon receipt thereof by such Pledgor be delivered to and held by or on behalf of the Collateral Agent pursuant hereto and such Pledgor shall promptly (and in any event within three Business Days or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion) upon receipt thereof take, and shall cause the issuer to take, such action as the Collateral Agent deems to be necessary, advisable or prudent to ensure that such certificates shall constitute Securities (as defined in Article 8 of the UCC). All certificated Securities Collateral shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent. The Collateral Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder. In addition, the Collateral Agent shall have the right, at any time, to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations.

SECTION 3.2 Perfection of Uncertificated Securities Collateral. Each Pledgor represents and warrants that the Collateral Agent has a valid and enforceable perfected first priority security interest in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof.

Each Pledgor shall ensure that the issuer of any membership, partnership or other Equity Interests constituting uncertificated Pledged Securities does not issue any certificate representing such interest or take any step to 'opt in' or have such uncertificated Pledged Securities treated as "securities" within the meaning of Section 8-102(a)(15) of the UCC without the prior written consent of the Collateral Agent. Each Pledgor hereby agrees that if any issuer of Pledged Securities is organized in a jurisdiction that does not permit the use of certificates to evidence equity ownership or any of the Pledged Securities are at any time not evidenced by certificates of ownership, then each applicable Pledgor shall, if the Collateral Agent deems it necessary, advisable or prudent to perfect a first priority security interest in such Pledged Securities, (i) cause such pledge to be recorded on the equityholder register or the books of the issuer, (ii) cause the issuer to execute and deliver to the Collateral Agent an acknowledgment of the pledge of such Pledged Securities substantially in the form of Exhibit 1 hereto or such other form reasonably acceptable to the Collateral Agent, execute any customary pledge forms or other documents that the Collateral Agent deems to be necessary, advisable or prudent to complete the pledge and give the Collateral Agent the right to transfer such Pledged Securities under the terms hereof and, upon the Collateral Agent's request, provide to the Collateral Agent an opinion of counsel, in form and substance reasonably satisfactory to the Collateral Agent, confirming such pledge and perfection thereof and (iii) cause such Pledged Securities to become certificated and delivered to the Collateral Agent in accordance with the provisions of Section 3.1.

SECTION 3.3 Financing Statements and Other Filings; Maintenance of Perfected Security Interest. Each Pledgor represents and warrants that the only filings, registrations and recordings necessary to perfect the security interest granted by each Pledgor to the Collateral Agent in respect of the Collateral are listed on Schedule 1 hereto. All such filings, registrations and recordings have been delivered to the Collateral Agent in completed and, to the extent necessary, advisable or prudent, duly executed form for filing in each applicable governmental, municipal or other office specified in Schedule 1 hereto. Each Pledgor agrees that at the sole cost and expense of the Pledgors, (i) such Pledgor will maintain the security interest created by this Agreement in the Collateral as a valid and enforceable perfected first priority security interest (subject to Permitted Liens) and shall defend such security interest against the claims and demands of all Persons, (ii) such Pledgor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the written request of the Collateral Agent, such Pledgor shall promptly (and in any event within three Business Days) and duly execute and deliver, and file and have recorded, such further instruments and documents and take such further action as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted, including the filing of any financing statements and amendments thereof, continuation statements and other documents (including this Agreement) under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby and the execution and delivery of Control Agreements, all in form reasonably satisfactory to the Collateral Agent and in such offices (including the United States Patent and Trademark Office and the United States Copyright Office) wherever required by or applicable under applicable Legal Requirements

to perfect (to the extent a security interest in such Collateral may be so perfected under applicable Legal Requirements), continue and maintain a valid, enforceable, first priority security interest (subject to Permitted Liens) in the Collateral as provided herein and to preserve the other rights and interests granted to the Collateral Agent hereunder, as against third parties, with respect to the Collateral.

SECTION 3.4 Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Collateral, each Pledgor represents and warrants and covenants as follows, in each case at such Pledgor's own expense, to take the following actions with respect to the following Collateral:

(a) Instruments and Tangible Chattel Paper. As of the date hereof, each Pledgor hereby represents and warrants that (i) no amounts individually in excess of $100,000 or in the aggregate in excess of $500,000 payable under or in connection with any of the Collateral are evidenced by any Instrument or Tangible Chattel Paper other than such Instruments and Tangible Chattel Paper listed on Schedule 11 to the Perfection Certificate, (ii) the Intercompany Note has been properly assigned and delivered to the Collateral Agent, accompanied by an endorsement to the Intercompany Note in the form attached thereto duly executed in blank by each Pledgor and (iii) each such Instrument and each such item of Tangible Chattel Paper individually in excess of $100,000 or in the aggregate in excess of $500,000 has been properly endorsed, assigned and delivered to the Collateral Agent, accompanied by instruments of transfer or assignment duly executed in blank. If any amount individually in excess of $100,000 or in the aggregate in excess of $500,000 then payable under or in connection with any of the Collateral shall be evidenced by any Instrument or Tangible Chattel Paper, the Pledgor acquiring such Instrument or Tangible Chattel Paper shall promptly and in any event within three Business Days (or such longer period as may be agreed to in writing by the Collateral Agent in its sole discretion), endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) Deposit Accounts. Each Pledgor hereby represents and warrants that (i) as of the date hereof, such Pledgor has neither opened nor maintains any Deposit Accounts other than the accounts listed in Schedule 15 to the Perfection Certificate, (ii) such Pledgor and each applicable Bank has executed and delivered a Control Agreement substantially in the form set forth in Exhibit 5 hereto or such other form that is reasonably satisfactory to the Collateral Agent with respect to each Deposit Account of such Pledgor listed on Schedule 15 to the Perfection Certificate other than Excluded Accounts, and (iii) the Collateral Agent has a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in each such Deposit Account by Control. No Pledgor shall hereafter establish and maintain any Deposit Account with respect to which such Pledgor is required to enter into a Control Agreement hereunder or under the LuxCo Loan Agreement unless (A) the applicable Pledgor shall have given the Collateral Agent prior written notice of its intention to establish such new Deposit Account with a Bank, (B) such Bank shall be reasonably acceptable to the Collateral Agent and (C) such Bank and such Pledgor shall have duly executed and delivered to the Collateral Agent a Deposit Account Control Agreement (or an amendment to an existing Deposit Account Control Agreement) with respect to such Deposit Account. The provisions of this Section 3.4(b) shall not apply to (x) any Excluded Accounts. No

Pledgor has granted or shall grant Control of any Deposit Account to any Person other than joint Control to the Collateral Agent to secure the Secured Obligations and the Term Loan Agent to secure the Term Loan Obligations and, prior to the Discharge of Revolving Credit Obligations, the Revolving Credit Agent to secure the Revolving Credit Obligations.

(c) Securities Accounts; Commodity Accounts. Each Pledgor hereby represents and warrants that (i) as of the date hereof, it has neither opened nor maintains any Securities Accounts or Commodity Accounts other than those listed in Schedule 15 to the Perfection Certificate, (ii) such Pledgor and each applicable Securities Intermediary or Commodity Intermediary has executed and delivered a Securities Account Control Agreement or Commodity Account Control Agreement, as applicable, for each Securities Account or Commodity Account of such Pledgor listed in Schedule 15 to the Perfection Certificate, (iii) the Collateral Agent has a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in each such Securities Account and Commodity Account by Control, and (iv) it does not hold, own or have any interest in any certificated securities or uncertificated securities other than those constituting Pledged Securities and those maintained in Securities Accounts or Commodity Accounts listed in Schedule 15 of the Perfection Certificate or in respect of which the Collateral Agent has Control.

(d) Investment Property. If any Pledgor shall at any time acquire any certificated securities constituting Investment Property, such Pledgor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), (i) endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent or (ii) deliver such securities into a Securities Account with respect to which a Securities Account Control Agreement is in effect in favor of the Collateral Agent. If any securities now or hereafter acquired by any Pledgor constituting Investment Property are uncertificated and are issued to such Pledgor or its nominee directly by the issuer thereof, such Pledgor shall promptly, and in any event within three Business Days of acquiring such security (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), notify the Collateral Agent thereof and pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with Entitlement Orders or other instructions from the Collateral Agent as to such securities, without further consent of any Pledgor or such nominee, (ii) cause a Security Entitlement with respect to such uncertificated security to be held in a Securities Account with respect to which the Collateral Agent has Control or (iii) arrange for the Collateral Agent to become the registered owner of the securities. The Pledgors shall not hereafter establish and maintain any Securities Account or Commodity Account with any Securities Intermediary or Commodity Intermediary unless (1) the applicable Pledgor shall have given the Collateral Agent at least 30 days' (or such shorter period as may be agreed to in writing by the Collateral Agent in its sole discretion) prior written notice of its intention to establish such new Securities Account or Commodity Account with such Securities Intermediary or Commodity Intermediary, (2) such Securities Intermediary or Commodity Intermediary shall be reasonably acceptable to the Collateral Agent and (3) such Securities Intermediary or Commodity Intermediary, as the case may be, and such Pledgor shall have duly executed and delivered a Control

Agreement with respect to such Securities Account or Commodity Account, as the case may be. The Collateral Agent shall not give any Entitlement Orders or instructions or directions to any issuer of uncertificated securities, Securities Intermediary or Commodity Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Pledgor, unless an Event of Default has occurred and is continuing or, after giving effect to any such withdrawal or dealing rights, would occur. No Pledgor shall grant Control over any Investment Property to any Person other than the Collateral Agent, the Term Loan Agent and, prior to the Discharge of Revolving Credit Obligations, the Revolving Credit Agent, in each case to the extent permitted under the Intercreditor Agreement, and each Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent if any issuer of Pledged Interests takes any action to have any Pledged Interests issued by it treated as Securities under Article 8 of the UCC and such Pledgor shall take all steps deemed necessary, advisable or prudent by the Collateral Agent in order to grant Control of such Pledged Interests in favor of the Collateral Agent. As between the Collateral Agent and the Pledgors, the Pledgors shall bear the investment risk with respect to the Investment Property and Pledged Securities, and the risk of loss of, damage to, or the destruction of the Investment Property and Pledged Securities, whether in the possession of, or maintained as a security entitlement or deposit by, or subject to the control of, the Collateral Agent, the Term Loan Agent, the Revolving Credit Agent, a Securities Intermediary, Commodity Intermediary, any Pledgor or any other Person; *provided, however*, that nothing contained in this Section 3.4(d) shall release or relieve any Securities Intermediary or Commodity Intermediary of its duties and obligations to the Pledgors or any other Person under any Control Agreement or under applicable Legal Requirements. Each Pledgor shall promptly pay all Charges and fees of whatever kind or nature with respect to the Investment Property and Pledged Securities pledged by it under this Agreement. In the event any Pledgor shall fail to make such payment contemplated in the immediately preceding sentence, the Collateral Agent may do so for the account of such Pledgor and the Pledgors shall promptly reimburse and indemnify the Collateral Agent in accordance with Section 11.03 of the LuxCo Loan Agreement from all costs and expenses incurred by the Collateral Agent under this Section 3.4(d).

(e) Electronic Chattel Paper and Transferable Records. If any amount, individually in excess of $100,000 or in the aggregate in excess of $500,000 payable under or in connection with any of the Collateral is evidenced by any Electronic Chattel Paper or any Transferable Record, the Pledgor acquiring such Electronic Chattel Paper or Transferable Record shall promptly and in any event within 5 days of the acquisition thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent thereof and shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under Section 9-105 of the UCC of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such Transferable Record. The Collateral Agent agrees with such Pledgor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Pledgor to make alterations to the Electronic Chattel Paper or Transferable Record permitted under Section 9-105 of the UCC or, as the case may be, Section 201 of the Federal Electronic Signatures in

Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after giving effect to any such alterations.

(f) Letter-of-Credit Rights. If any Pledgor is at any time a beneficiary under a Letter of Credit now or hereafter issued in favor of such Pledgor, other than a Letter of Credit issued pursuant to the LuxCo Loan Agreement, in the face amount in excess of $100,000 individually or $500,000 in the aggregate, such Pledgor shall promptly and in any event within three Business Days of becoming a beneficiary thereunder (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent thereof and such Pledgor shall, at the request of the Collateral Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer or other nominated Person of such Letter of Credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the Letter of Credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such Letter of Credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the Letter of Credit are to be applied as provided in the LuxCo Loan Agreement.

(g) Commercial Tort Claims. As of the date hereof, each Pledgor hereby represents and warrants that it holds no Commercial Tort Claims having a book value or a fair market value, individually or in the aggregate, for all such Commercial Tort Claims in excess of $100,000 other than those listed in Schedule 14 to the Perfection Certificate. If any Pledgor shall at any time hold or acquire a Commercial Tort Claim having a book value or a fair market value, individually or in the aggregate, in excess of $100,000, such Pledgor shall promptly and in any event within three Business Days of acquiring such Commercial Tort Claim (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) notify the Collateral Agent in writing signed by such Pledgor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

(h) Motor Vehicles Upon the request of the Collateral Agent at any time after an Event of Default has occurred and is continuing, each Pledgor shall deliver to the Collateral Agent originals of the certificates of title or ownership for the Commercial Motor Vehicles with a book value or a fair market value in excess of $10,000 (and any other Equipment covered by certificates of title or ownership) owned by it with the Collateral Agent listed as secured party therein.

(i) Collateral in the Possession of a Third Party. If any Equipment or Inventory is in possession or control of any third party, including any warehouseman, landlord, lessor, bailee or agent, the Pledgors shall notify the Collateral Agent thereof and notify the third party of the Collateral Agent's security interest therein and use best efforts to obtain an acknowledgment (a "Bailee Letter") in form reasonably satisfactory to Collateral Agent from such third party that (i) it is holding the Equipment and Inventory for the benefit of the Collateral Agent, (ii) waiving all right, title and interest in such Equipment

and/or Inventory, and (iii) such party will comply with instructions from the Collateral Agent with respect to such Collateral, without further consent of any Pledgors.

SECTION 3.5 Joinder of Additional Pledgors. The Pledgors shall cause each Subsidiary of Holdings which, from time to time, after the date hereof shall be required to pledge any assets to the Collateral Agent for the benefit of the Secured Parties pursuant to the LuxCo Loan Agreement, to execute and deliver to the Collateral Agent (i) a Joinder Agreement substantially in the form of Exhibit 3 hereto, (ii) a Perfection Certificate, in each case, within 30 Business Days after the date on which it was acquired or created (or such later date as may be agreed by the Collateral Agent in its sole discretion) and (iii) such other documentation as the Collateral Agent shall reasonably requested, and upon such execution and delivery, such Subsidiary shall constitute a "Pledgor" for all purposes hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of such Joinder Agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of, or failure to add, any new Pledgor as a party to this Agreement or any other Loan Document.

SECTION 3.6 Supplements; Further Assurances. Each Pledgor shall take such further actions, and execute and deliver to the Collateral Agent such additional assignments, agreements, supplements, powers and instruments, as the Collateral Agent may deem necessary, advisable or prudent, wherever required by applicable Legal Requirements, in order to perfect, preserve and protect the security interest and the priority thereof in the Collateral as provided herein and the rights and interests granted to the Collateral Agent hereunder, to carry into effect the purposes hereof or better to assure and confirm unto the Collateral Agent the Collateral or permit the Collateral Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Pledgor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Collateral Agent from time to time upon reasonable request such lists, descriptions and designations of the Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Collateral Agent shall reasonably request. If an Event of Default has occurred and is continuing, the Collateral Agent may institute and maintain, in its own name or in the name of any Pledgor, such suits and proceedings as the Collateral Agent may be advised by counsel shall be necessary, advisable or prudent to prevent any impairment of the security interest in the Collateral or the perfection or priority thereof. If (x) an Event of Default has occurred and is continuing or (y) a landlord of any Pledgor shall provide notice of default under or termination of any lease to which a Pledgor is a party such Pledgor shall use commercially reasonable efforts to cause such landlord to agree (in a writing addressed to the Collateral Agent) to extend the time period provided by such landlord for the removal of Collateral from the leased premises for a period, and otherwise on terms and conditions, reasonably satisfactory to the Collateral Agent; provided that, in connection therewith, no Pledgor shall agree, directly or indirectly, with any landlord to abandon any Collateral or waive or limit such Pledgor's rights in any Collateral. All of the foregoing shall be at the sole cost and expense of the Pledgors and shall be paid in accordance with Section 11.03 of the LuxCo Loan Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Pledgor represents, warrants and covenants as follows (it being acknowledged and agreed that each reference in the representations and warranties of this Article IV to a Schedule of the Perfection Certificate, shall be taken as a reference to such Schedule as contained in the most recently updated or supplemented Perfection Certificate in effect at the time such representation and warranty is made):

SECTION 4.1 Title. Except for the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and Permitted Liens, such Pledgor owns (or either owns or has a license to, in the case of Intellectual Property Collateral) and, as to Collateral acquired by it from time to time after the date hereof, will own (or either own or have a License to, in the case of Intellectual Property Collateral) the rights in each item of Collateral pledged by it hereunder free and clear of any and all Liens or claims of others. Such Pledgor has not filed, nor authorized any third party to file a financing statement or other public notice with respect to all or any part of the Collateral on file or of record in any public office, except such as have been filed in favor of the Collateral Agent pursuant to this Agreement, filed in favor of the holder of a Permitted Lien, permitted by the LuxCo Loan Agreement or financing statements or public notices relating to the termination statements listed on Schedule 9(a) to the Perfection Certificate. No Person other than the Collateral Agent, the Term Loan Agent and, prior to the Discharge of Revolving Credit Obligations to the extent permitted under the Intercreditor Agreement, the Revolving Credit Agent, has, or will have, control or possession of all or any part of the Collateral, except to the extent not prohibited by the Loan Documents.

SECTION 4.2 Validity of Security Interest. The security interest in and Lien on the Collateral granted to the Collateral Agent for the benefit of the Secured Parties hereunder constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, and (b) (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, subject to the filings and other actions described in Schedule 1 hereto, a valid and enforceable perfected first priority security interest (subject to Permitted Liens) in all such Collateral to the extent required by this Agreement and (ii) with respect to certificated Securities Collateral, Instruments, Tangible Chattel Paper, Deposit Accounts, Securities Accounts, Commodities Accounts, certificated Investment Property, Electronic Chattel Paper, Transferable Records and Letter-of-Credit Rights, subject to the deliveries contemplated pursuant to Section 3.1 and Section 3.4 and the filings contemplated pursuant to Section 3.3, a valid and enforceable perfected first priority security interest (with respect to the perfected first priority security interest contemplated by Section 3.3, subject to Permitted Liens) in all such Collateral to the extent required by this Agreement. The security interest and Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement in and on the Collateral will at all times constitute a valid and enforceable perfected, continuing first priority security interest therein to the extent required by this Agreement, subject only to clause (b) of the preceding sentence and Permitted Liens.

SECTION 4.3 Pledgor Defense of Claims; Transferability of Collateral. Each Pledgor shall, at its own cost and expense, defend title to the Collateral pledged by it hereunder and the security interest therein granted to the Collateral Agent and the priority thereof required hereunder against all claims and demands of all Persons, at its own cost and expense, at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party. There is no agreement that restricts the transferability of any material portion of the Collateral or impairs or conflicts with such Pledgor's obligations or the rights of the Collateral Agent hereunder, and no Pledgor shall enter into any such agreement or take any other action that would have any such effect.

SECTION 4.4 Other Financing Statements. No Pledgor has filed, nor authorized any third party to file (nor will there be) any valid or effective financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral other than financing statements and other statements and instruments filed in favor of the Collateral Agent, or relating to Permitted Liens, or as otherwise permitted by the LuxCo Loan Agreement or financing statements or public notices relating to the termination statements listed on Schedule 9(a) to the Perfection Certificate. Prior to the Termination Date, no Pledgor shall execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) relating to any Collateral, except financing statements and other statements and instruments filed or to be filed in respect of and covering the security interests granted by such Pledgor in favor of the Collateral Agent, or any holder of Permitted Liens, or as otherwise permitted by the LuxCo Loan Agreement.

SECTION 4.5 Chief Executive Office; Change of Name; Jurisdiction of Organization, etc. The exact legal name, jurisdiction of organization, organizational identification number and tax identification number, if any, of each Pledgor is set forth on Schedule 1(a) to the Perfection Certificate, and the chief executive office of each Pledgor is set forth on Schedule 2(a) to the Perfection Certificate. Each Pledgor shall comply with the provisions of Section 5.13 of the LuxCo Loan Agreement. If such Pledgor does not have an organizational identification number or tax identification number and later obtains one, such Pledgor shall within three Business Days notify the Collateral Agent of such organizational identification number or tax identification number, as the case may be. If any Pledgor fails to provide information to the Collateral Agent about such changes on a timely basis, the Collateral Agent shall not be liable or responsible to any party for any failure to maintain a valid, enforceable, and perfected security interest with the priority required hereunder in such Pledgor's property constituting Collateral, for which the Collateral Agent needed to have information relating to such changes. The Collateral Agent shall have no duty to inquire about such changes if any Pledgor does not inform the Collateral Agent of such changes, the parties acknowledging and agreeing that it would not be feasible or practical for the Collateral Agent to search for information on such changes if such information is not provided by any Pledgor.

SECTION 4.6 Location of Inventory and Equipment. As of the date hereof, all Equipment and Inventory of such Pledgor is located at the chief executive office or such other location listed in Schedule 2(d) to the Perfection Certificate. Such Pledgor will (a) provide the Collateral Agent with not

less than 10 Business Days' prior written notice of its intention to move any Equipment or Inventory from such location to another location, and will provide the Collateral Agent with such other information in connection with such location as the Collateral Agent may reasonably request for purposes of maintaining the perfection and priority of the security interest of the Collateral Agent in such Equipment and Inventory and (b) take all other actions reasonably requested by the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent in such Equipment and Inventory for the benefit of the Secured Parties.

SECTION 4.7 Corporate Names; Prior Transactions. Such Pledgor has not, during the past five years, been known by or used any other corporate or fictitious name or been party to any merger or consolidation, or acquired all or substantially all of the assets of any Person, in each case other than as set forth in Schedules 1(b) and 1(c) to the Perfection Certificate.

SECTION 4.8 Due Authorization and Issuance. All of the Initial Pledged Shares have been, and to the extent any Pledged Shares are hereafter issued, such Pledged Shares will be, upon such issuance, duly authorized, validly issued and fully paid and non-assessable. All of the Initial Pledged Interests have been fully paid for, and there is no amount or other obligation owing by any Pledgor to any issuer of the Initial Pledged Interests in exchange for or in connection with the issuance of the Initial Pledged Interests or any Pledgor's status as a partner or a member of any issuer of the Initial Pledged Interests.

SECTION 4.9 Consents, etc. No consent of any party (including, without limitation, equity holders or creditors of such Pledgor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required (a) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or (b) for the exercise by the Collateral Agent of the remedies in respect of the Collateral pursuant to this Agreement. If the Collateral Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the request of the Collateral Agent, each Pledgor agrees to use its best efforts to assist and aid the Collateral Agent to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

SECTION 4.10 Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party, including the Perfection Certificate and the schedules thereto, in connection with this Agreement, in each case, relating to the Collateral, is accurate and complete in all material respects.

SECTION 4.11 Intellectual Property. Except as set forth on Schedules 3.06(a), 3.06(c) or 3.06(e) to the LuxCo Loan Agreement:

(a) To the knowledge of the Pledgors, the operation of such Pledgor's business as currently conducted or as contemplated to be conducted and the use of the Intellectual Property Collateral in

connection therewith does not infringe, misappropriate, or dilute the intellectual property rights of any third party.

(b) Such Pledgor is licensed to use or is the exclusive owner of all right, title and interest in and to the Intellectual Property Collateral that is material to its business, and is entitled to use such Intellectual Property Collateral subject only to the terms of the License Agreements.

(c) The Intellectual Property Collateral set forth on Schedule 13 to the Perfection Certificate includes all of the following that are owned by such Pledgor (or in the case of License Agreements, to which such Pledgor is a party) as of the date hereof. Patents that are Registered, Trademarks that are Registered, Copyrights that are Registered and License Agreements.

(d) The registered Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of such Pledgor's knowledge, is valid and enforceable.

(e) Such Pledgor has made or performed all filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest in each and every item of Registered Intellectual Property Collateral in full force and effect throughout the world, and to protect and maintain its interest therein including, without limitation, recordations of any of its interests in the Patents and Trademarks that are Registered with the United States Patent and Trademark Office and in corresponding national and international patent and trademark offices, and recordation of any of its interests in the Copyrights that are Registered with the United States Copyright Office and in corresponding national and international copyright offices.

(f) To Pledgor's knowledge, no claim, action, suit, investigation, litigation or proceeding has been instituted or is pending or has been asserted or threatened against such Pledgor (i) based upon or challenging or seeking to deny or restrict the Pledgor's rights in or use of any of the Intellectual Property Collateral, (ii) alleging that the Pledgor's rights in or use of the Intellectual Property Collateral or that any services provided by, processes used by, or products manufactured or sold by, such Pledgor infringe, misappropriate, or dilute any patent, trademark, copyright or any other proprietary right of any third party, or (iii) alleging that the Intellectual Property Collateral is being licensed or sublicensed in violation or contravention of the terms of any license or other agreement. To Pledgor's knowledge, no Person is engaging in any activity that infringes, misappropriates, or dilutes or otherwise violates the Intellectual Property Collateral or the Pledgor's rights in or use thereof. Except as set forth on Schedule 13 to the Perfection Certificate, such Pledgor has not granted in writing any license, release, covenant not to sue, non-assertion assurance, or other right to any Person with respect to any part of the Intellectual Property Collateral. The consummation of the transactions contemplated by the Loan Documents will not result in the alteration or impairment of any of the Intellectual Property Collateral.

(g) With respect to each License Agreement: (i) such License Agreement is valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof; (ii) such License Agreement will not cease to be valid

and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under such License Agreement or otherwise give any party thereto a right to terminate such License Agreement; (iii) such Pledgor has not received any notice of termination or cancellation under such License Agreement; (iv) such Pledgor has not received any notice of a material breach or default under such License Agreement, which breach or default has not been cured; (v) such Pledgor has not granted to any other third party any rights, adverse or otherwise, under such License Agreement other than as permitted by the terms of such License Agreement; and (vi) neither such Pledgor nor to the knowledge of such Pledgor any other party to such License Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a material breach or default or permit termination, modification or acceleration under such License Agreement.

(h) To the best of such Pledgor's knowledge, (i) none of the Trade Secrets of such Pledgor has been used, divulged, disclosed or appropriated to the detriment of such Pledgor for the benefit of any other Person other than such Pledgor; (ii) no employee, independent contractor or agent of such Pledgor has misappropriated any trade secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Pledgor; and (iii) no employee, independent contractor or agent of such Pledgor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of such Pledgor's Intellectual Property Collateral.

(i) No Pledgor or Intellectual Property Collateral is subject to any outstanding written consent, settlement, agreement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral or that would impair the validity or enforceability of such Intellectual Property Collateral.

SECTION 4.12 Insurance. The Pledgors shall take all actions necessary to obtain and maintain such insurance as is required pursuant to the LuxCo Loan Agreement. In the event that the proceeds of any insurance claim are paid after the Collateral Agent has exercised its right to foreclose after an Event of Default, such Net Cash Proceeds shall be paid to the Collateral Agent to satisfy any deficiency remaining after such foreclosure. The Collateral Agent shall retain its interest in the insurance policies and coverages required to be maintained pursuant to the LuxCo Loan Agreement during any redemption period.

SECTION 4.13 Payment of Taxes; Compliance with Legal Requirements; Contesting Liens; Charges. Each Pledgor may at its own expense contest the validity, amount or applicability of any Charges so long as the contest thereof shall be conducted in accordance with, and not prohibited pursuant to the provisions of, the LuxCo Loan Agreement. Notwithstanding the foregoing sentence, (a) no contest of any such obligation may be pursued by such Pledgor if such contest could reasonably be expected to expose the Collateral Agent or any other Secured Party to (i) any possible criminal liability or (ii) any

additional civil liability for failure to comply with such obligations unless such Pledgor shall have furnished a bond or other security therefor satisfactory to the Collateral Agent, or such Secured Party, as the case may be, and (b) if at any time payment or performance of any obligation contested by such Pledgor pursuant to this Section 4.13 shall become reasonably necessary to prevent the imposition of remedies because of non-payment, such Pledgor shall pay or perform the same in sufficient time to prevent the imposition of remedies in respect of such default or prospective default.

SECTION 4.14 Books and Records; Other Information. Such Pledgor shall, at any and all times, within a reasonable time after written request by the Collateral Agent, furnish or cause to be furnished to the Collateral Agent, in such manner and in such detail as may be reasonably requested by the Collateral Agent, additional information with respect to the Collateral. If a Default occurs and is continuing, the Collateral Agent shall have the right, but not the obligation, to access any Mortgaged Property to undertake any Response that the Collateral Agent in its sole discretion deems appropriate at the cost and expense of the Pledgors.

SECTION 4.15 LuxCo Loan Agreement Covenants

Each Pledgor covenants and agrees with the Collateral Agent for the benefit of the Secured Parties that, from and after the date of this Agreement until the earlier to occur of the date upon which the Obligations then due and owing shall have been paid in full and the Commitments shall have terminated that the Borrower agrees and covenants to cause such Pledgor to do, and to not do each of the things set forth in the LuxCo Loan Agreement that the Borrower agrees and covenants to cause such Pledgor not to do, in each case, fully as though such Pledgor was a party thereto, and such agreements and covenants are incorporated herein by this reference, *mutatis mutandis*.

ARTICLE V

CERTAIN PROVISIONS CONCERNING SECURITIES COLLATERAL

SECTION 5.1 Pledge of Additional Securities Collateral. Each Pledgor shall, upon obtaining any Pledged Securities or Intercompany Notes of any Person, accept the same in trust for the benefit of the Collateral Agent and promptly, and in any event within three Business Days thereafter (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), deliver to the Collateral Agent a pledge amendment, duly executed by such Pledgor, in substantially the form of Exhibit 2 hereto (each, a "Pledge Amendment"), and the certificates and other documents required under Section 3.1 and Section 3.2 in respect of such additional Pledged Securities or Intercompany Notes that are to be pledged pursuant to this Agreement, and confirming the grant of the Lien created hereby in respect of such additional Pledged Securities or Intercompany Notes. Each Pledgor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Securities or Intercompany Notes listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder be considered Collateral.

SECTION 5.2 Voting Rights; Distributions; etc.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) Each Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, the other Loan Documents or any other document evidencing the Secured Obligations; *provided, however,* that no Pledgor shall in any event exercise such rights in any manner that could reasonably be expected to (x) have a material adverse effect on the value thereof or (y) be disadvantageous to any Secured Party in any material respect.

(ii) Each Pledgor shall be entitled to receive and retain, and to utilize free and clear of the Lien hereof, any and all Distributions, but only if and to the extent made in accordance with the provisions of the LuxCo Loan Agreement; *provided, however*, that any and all such Distributions consisting of rights or interests in the form of Pledged Securities or Intercompany Notes shall promptly, and in any event within three Business Days after receipt thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion), be delivered to the Collateral Agent to hold as Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Pledgor and be forthwith delivered to the Collateral Agent as Collateral in the same form as so received (with any necessary, advisable or reasonably requested endorsement).

(b) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may implement either or both of the following remedies:

(i) All rights of each Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.2(a)(i) shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, shall thereupon have the sole right to exercise such voting and other consensual rights.

(ii) All rights of each Pledgor to receive Distributions that it would otherwise be authorized to receive and retain pursuant to Section 5.2(a)(ii) without further action shall cease and all such rights shall thereupon become vested in the Collateral Agent, which, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, shall thereupon have the sole right to receive and hold as Collateral such Distributions.

(c) Each Pledgor shall, at its sole cost and expense, from time to time execute and deliver to the Collateral Agent appropriate instruments as the Collateral Agent may request in order to permit the Collateral Agent, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.2(b)(ii) and to receive all Distributions which it may be entitled to receive under Section 5.2(b)(ii). If Administrative Agent duly exercises its right to vote any of such Pledged Securities, each Pledgor hereby appoints Administrative Agent, such Pledgor's true and lawful attorney-in-fact and irrevocable proxy to vote such Pledged Securities in any manner Administrative Agent deems advisable for or against all

matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(d) Subject to the terms of the Intercreditor Agreement and the Subordination Agreement, all Distributions that are received by any Pledgor contrary to the provisions of Section 5.2(b)(ii) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from the other funds of such Pledgor and shall immediately be paid over to the Collateral Agent as Collateral in the same form as so received (with any necessary, advisable or reasonably requested endorsement).

SECTION 5.3 Default. Such Pledgor is not in default or violation under any agreement to which such Pledgor is a party relating to the Pledged Securities pledged by it (including with respect to the payment of any portion of any mandatory capital contribution, if any, required to be made thereunder). No Securities Collateral pledged by such Pledgor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Pledgor by any Person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the Organizational Documents of such Pledgor and certificates, if any, delivered to the Collateral Agent or, prior to the Discharge of Revolving Credit Obligations and to the extent required under the Intercreditor Agreement , the Revolving Credit Agent to secure the Revolving Credit Obligations) which evidence any Pledged Securities of such Pledgor.

SECTION 5.4 Certain Agreements of Pledgors as Issuers and Holders of Equity Interests.

(a) In the case of each Pledgor that is an issuer of Securities Collateral, such Pledgor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(b) In the case of each Pledgor that is a partner, member or holder of any Equity Interests in a partnership, limited liability company or other entity, such Pledgor hereby consents to the extent required by the applicable Organizational Documents of such Pledgor to the pledge by each other Pledgor, pursuant to the terms hereof, of the Pledged Interests in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default, to the transfer of such Pledged Interests to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, member or holder of Equity Interests in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, member or holder of Equity Interests, as the case may be.

ARTICLE VI

CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY COLLATERAL

SECTION 6.1 Grant of License. For the purpose of enabling the Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies under Article IX at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby grants to the Collateral Agent, to the extent licensable, an irrevocable, non-exclusive worldwide license (exercisable without payment of royalty or other compensation to such Pledgor) to use, assign, license sublicense or otherwise dispose of the Intellectual Property Collateral now owned or hereafter acquired by such Pledgor, wherever the same may be located. Such license shall include access to all media in which any of the Intellectual Property Collateral may be recorded or stored and to all computer programs used for the compilation or printout hereof.

SECTION 6.2 Registration. Except pursuant to licenses and other agreements entered into by any Pledgor in the ordinary course of business or as disclosed on Schedules 3.06(a), 3.06(c) or 3.06(e) to the LuxCo Loan Agreement, on and as of the date hereof (i) each Pledgor owns and/or possesses the right to use, and has not authorized in writing any other Person to use, any Copyright, Patent or Trademark listed on Schedule 13 to the Perfection Certificate, and (ii) to the knowledge of Pledgor, all registrations listed on Schedule 13 of the Perfection Certificate are valid and in full force and effect.

SECTION 6.3 Protection of Collateral Agent's Security.

(a) With respect to each item of its Intellectual Property Collateral, each Pledgor agrees, on a continuing basis, to take, at its sole cost and expense, all necessary steps, including, without limitation, in the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority, to (i) maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Pledgor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office, the United States Copyright Office or other Governmental Authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, or cancellation proceedings before the United States Patent and Trademark Office or equivalent Governmental Authority. No Pledgor shall, without the written consent of the Collateral Agent, discontinue use of or otherwise abandon any Intellectual Property Collateral, or abandon any right to file an application for any Patent, Trademark, or Copyright, unless such Pledgor shall have previously determined that such use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of such Pledgor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Pledgor's business.

(b) Each Pledgor agrees, on a continuing basis, promptly (and in any event within three Business Days) to notify the Collateral Agent if a Responsible Officer or any vice-president or equivalent Person of such Pledgor becomes aware (i) that any item of the Intellectual Property Collateral may have become abandoned, placed in the public domain, invalid or unenforceable, or of any adverse determination or development regarding such Pledgor's ownership of any of the Intellectual Property Collateral or its right to register the same or to keep and maintain and enforce the same, or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral.

(c) In the event that any Responsible Officer or any vice-president or equivalent Person of Pledgor becomes aware that any item of the Intellectual Property Collateral is being infringed or misappropriated by a third party, such Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent and shall take such actions, at its expense, as such Pledgor or the Collateral Agent deems reasonable and appropriate under the circumstances to protect or enforce such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Without limiting the foregoing, upon a Responsible Officer or any vice-president or equivalent Person of such Pledgor obtaining knowledge thereof, Pledgor shall promptly (and in any event within three Business Days) notify the Collateral Agent in writing of any event that may be reasonably expected to materially and adversely affect the value or utility of any item of Intellectual Property Collateral, the ability of such Pledgor or the Collateral Agent to dispose of such Intellectual Property Collateral or any portion thereof or the rights and remedies of the Collateral Agent in relation thereto, including a levy or written threat of levy or any legal process against such Intellectual Property Collateral or any portion thereof.

(d) Each Pledgor agrees, on a continuing basis, to use proper statutory notice in connection with its use of each item of its Intellectual Property Collateral. Unless the applicable Pledgor shall have previously determined that the use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of such Pledgor's business and that the loss thereof would not be reasonably likely to materially adversely affect the operation of such Pledgor's business or the value of the Collateral taken as a whole, no Pledgor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse or become invalid or unenforceable or placed in the public domain. No Pledgor will settle or compromise any pending or future litigation or administrative proceeding with respect to any Intellectual Property Collateral without the prior written consent of the Collateral Agent.

(e) Except as otherwise permitted by this Article VI, each Pledgor agrees, on a continuing basis, take all steps which it or the Collateral Agent deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and

taking all steps necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

(f) No Pledgor shall (i) license any Intellectual Property Collateral other than pursuant to License Agreements entered into by such Pledgor in, or incidental to, the ordinary course of its business, or (ii) amend or permit the amendment of any License Agreement in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that would materially impair the value of any Intellectual Property Collateral or the Lien on and security interest in the Intellectual Property Collateral intended to be granted to the Collateral Agent for the benefit of the Secured Parties, in each case (i) and (ii), without the consent of the Collateral Agent.

(g) Each Pledgor agrees, on a continuing basis, to diligently keep adequate records respecting the Intellectual Property Collateral and furnish to the Collateral Agent from time to time upon the Collateral Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time request.

(h) During the continuance of an Event of Default, within three Business Days after written notice from the Collateral Agent, make available to the Collateral Agent, to the extent within such Pledgor's power and authority, such personnel in such Pledgor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Pledgor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Pledgor under or in connection with the Intellectual Property Collateral, and each Pledgor shall use commercially reasonable efforts to ensure that such Persons shall be available to perform their prior functions on the Collateral Agent's behalf if compensated at Pledgor's expense on a per diem, pro rata basis consistent with the salary and benefits structure applicable to each as of the date of such Event of Default.

(i) With respect to its Intellectual Property Collateral, each Pledgor agrees to execute or otherwise authenticate, as applicable, the Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement in substantially the forms set forth in Exhibits 6, 7 and 8 hereto or otherwise in form and substance satisfactory to the Collateral Agent for recording the security interest granted hereunder to the Collateral Agent in such Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authorities necessary to perfect the security interest hereunder in such Intellectual Property Collateral.

SECTION 6.4 After-Acquired Property. If any Pledgor shall, at any time before the Termination Date, (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions of this Agreement

shall automatically apply thereto and any such item enumerated in clause (a) or (b) of this Section 6.4 with respect to such Pledgor shall automatically constitute Intellectual Property Collateral if such item would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party (excluding any Intellectual Property Collateral that constitutes Excluded Property). Each Pledgor shall promptly (i) provide to the Collateral Agent written notice of any of the foregoing and (ii) confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (a) and (b) of the immediately preceding sentence of this Section 6.4 by execution of an instrument in form reasonably acceptable to the Collateral Agent and the filing of any instruments or statements as shall be deemed necessary, advisable or prudent by the Collateral Agent to preserve, protect or perfect the Collateral Agent's security interest or the priority thereof in such Intellectual Property Collateral to the extent such security interest in such Intellectual Property Collateral may be perfected under applicable Legal Requirements. Further, each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedules 13(a), (b) and (c) to the Perfection Certificate to include any Intellectual Property Collateral acquired or arising after the date hereof of such Pledgor.

SECTION 6.5 Litigation. Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as such Pledgor deems to be necessary, advisable or prudent to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Pledgor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Pledgor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Collateral Agent in accordance with Section 11.03 of the LuxCo Loan Agreement for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.5. In the event that the Collateral Agent shall elect not to bring such suit to enforce the Intellectual Property Collateral, each Pledgor agrees, at the reasonable request of the Collateral Agent, to take all actions necessary, advisable or prudent, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

SECTION 6.6 Intent-to-Use Trademark and Service Mark Applications. In connection with any United States intent-to-use trademark or service mark applications whether listed on Schedule 13 to the Perfection Certificate or otherwise, the Pledgors shall file a bona fide statement of use and shall take such other actions or steps as shall be required by the United States Patent and Trademark Office, to entitle such application to registration within 10 Business Days following the date of first use in

commerce of the mark that is the subject of such application. Upon acceptance of such bona fide statement of use by the United States Patent and Trademark Office, such application shall automatically become subject to the security interest granted herein. The Pledgors shall execute any further documents and instruments as the Collateral Agent may deem necessary, advisable or prudent to confirm, implement, or enforce the Collateral Agent's security interest in such applications. If the Pledgors fail to execute such further documents and instruments within three Business Days of presentment, the Collateral Agent may, in the name of, and on behalf of, the Pledgors, execute such documents and instruments and make appropriate disposition of same, and the Pledgors hereby irrevocably appoint the Collateral Agent as their lawful attorney-in-fact with full power to do so. The foregoing power of attorney is coupled with an interest and such appointment shall be irrevocable for the term hereof.

ARTICLE VII

CERTAIN PROVISIONS CONCERNING ACCOUNTS

SECTION 7.1 Special Representation and Warranties. As of the time when each of its Accounts arises, each Pledgor shall be deemed to have represented and warranted that such Account and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) to the Pledgor's knowledge, represent the legal, valid and binding obligation of the account debtor, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or by equitable principles relating to enforceability, evidencing indebtedness unpaid and owed by such account debtor, arising out of the performance of labor or services or the sale, lease, license, assignment or other disposition and delivery of the goods or other property listed therein or out of an advance or a loan, (iii) will, in the case of an Account, except for the original or duplicate original invoice sent to purchase evidencing such purchaser's account, be the only original writing evidencing and embodying such obligation of the account debtor named therein and (iv) are in all material respects in compliance and conform with all applicable Legal Requirements.

SECTION 7.2 Maintenance of Records. Each Pledgor shall keep and maintain at its own cost and expense complete records of each Account, in a manner consistent with prudent business practices, including records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Pledgor shall, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, at such Pledgor's sole cost and expense, upon the Collateral Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of Accounts, including all documents evidencing Accounts and any books and records relating thereto to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Pledgor). Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may transfer a full and complete copy of any Pledgor's books, records, credit information, reports, memoranda and all other writings relating to the Accounts to and for the use by any Person that has acquired or is contemplating acquisition of an interest in the Accounts or the Collateral Agent's security interest therein without the consent of any Pledgor.

SECTION 7.3 Legend. At the request of the Collateral Agent and in form and manner satisfactory to the Collateral Agent, each Pledgor shall legend the Accounts and the other books, records and documents of such Pledgor evidencing or pertaining to the Accounts with an appropriate reference to the fact that the Accounts have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 7.4 Modification of Terms, etc. No Pledgor shall rescind or cancel any obligations evidenced by any Account or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business in a manner consistent with prudent business practices, or extend or renew any such obligations except in the ordinary course of business consistent with prudent business practices or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Account or interest therein except in the ordinary course of business in a manner consistent with prudent business practices without the prior written consent of the Collateral Agent. Each Pledgor shall timely fulfill all obligations on its part to be fulfilled under or in connection with the Accounts.

SECTION 7.5 Collection. Each Pledgor shall cause to be collected from the account debtor of each of the Accounts, as and when due in the ordinary course of business and consistent with prudent business practices (including Accounts that are delinquent, such Accounts to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such Account, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that any Pledgor may, with respect to an Account, allow in the ordinary course of business (i) a refund or credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of Accounts and such other modifications of payment terms or settlements in respect of Accounts as shall be commercially reasonable in the circumstances, all in accordance with such Pledgor's ordinary course of business consistent with its collection practices as in effect from time to time. The costs and expenses (including attorneys' fees) of collection, in any case, whether incurred by any Pledgor, the Collateral Agent or any Secured Party, shall be paid by the Pledgors in accordance with Section 11.03 of the LuxCo Loan Agreement.

ARTICLE VIII

TRANSFERS

SECTION 8.1 Transfers of Collateral. No Pledgor shall (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral pledged by it hereunder except to the extent not prohibited by and otherwise subject to the requirements of the LuxCo Loan Agreement or (b) create or permit to exist any Lien upon or with respect to any of the Collateral pledged by it hereunder other than Permitted Liens.

ARTICLE IX

REMEDIES

SECTION 9.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may from time to time, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, exercise in respect of the Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, the following remedies:

(a) Personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from any Pledgor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's premises where any of the Collateral is located, remove such Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Pledgor;

(b) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Collateral including instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; *provided, however*, that in the event that any such payments are made directly to any Pledgor, prior to receipt by any such obligor of such instruction, such Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Collateral Agent and shall promptly but in no event later than 3 Business Days after receipt thereof (or such later date as may be agreed to in writing by the Collateral Agent in its sole discretion) pay such amounts to the Collateral Agent;

(c) Sell, assign, grant a license to use or otherwise liquidate, or direct any Pledgor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(d) Take possession of the Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Collateral Agent at any place or places so designated by the Collateral Agent, in which event such Pledgor shall at its own expense: (i) forthwith cause the same to be moved to the place or places designated by the Collateral Agent and therewith delivered to the Collateral Agent, (ii) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent and (iii) while the Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition. Each Pledgor's obligation to deliver the Collateral as contemplated in this Section 9.1(d) is of

the essence hereof. Upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by any Pledgor of such obligation;

(e) Withdraw all moneys, instruments, securities and other property in any bank, financial securities, deposit or other account of any Pledgor constituting Collateral for application to the Secured Obligations as provided in Article X;

(f) Retain and apply the Distributions to the Secured Obligations as provided in Article X;

(g) Exercise any and all rights as beneficial and legal owner of the Collateral, including perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Collateral; and

(h) All the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), and the Collateral Agent may also in its sole discretion, without notice except as specified in Section 9.2, sell, assign, transfer or grant a license to use the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable. The Collateral Agent or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of any Collateral payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any Legal Requirement now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree.

SECTION 9.2 Notice of Sale. Each Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of Collateral shall be required by any Legal Requirement, 10 days prior notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such

matters, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market (in which case no such prior notice shall be required). No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 9.3 Waiver of Notice and Claims; Other Waivers; Marshalling.

(a) Each Pledgor hereby waives, to the fullest extent permitted by applicable Legal Requirements, notice of judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent's disposition of any of the Collateral, including any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under any Legal Requirement, and each Pledgor hereby further waives, to the fullest extent permitted by applicable Legal Requirements (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable Legal Requirements. The Collateral Agent shall not be liable for any incorrect or improper payment made pursuant to this Article IX except to the extent resulting solely from the Collateral Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity or otherwise against such Pledgor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

(b) Each Pledgor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of Credit Extensions, Collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description.

(c) The Collateral Agent shall not be required to marshal any present or future collateral security (including the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the maximum extent permitted by applicable Legal Requirements, each Pledgor hereby agrees that it will not invoke any Legal Requirement relating to the marshalling of collateral and hereby irrevocably waives the benefits of all such Legal Requirements.

SECTION 9.4 Standards for Exercising Rights and Remedies. (a) To the extent that applicable Legal Requirements impose duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Pledgor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third

party consents for access to Collateral to be disposed of, or to obtain or to fail to obtain consents for Governmental Authorities or third parties for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other Persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as any Pledgor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim or modify disposition warranties, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Pledgors acknowledge that the purpose of this Section 9.4 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would fulfill the Collateral Agent's duties under the UCC or other Legal Requirement of the State or any other relevant jurisdiction in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 9.4. Without limiting the foregoing, nothing contained in this Section 9.4 shall be construed to grant any rights to any Pledgor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable Legal Requirements in the absence of this Section 9.4.

(b) Each Pledgor recognizes that, by reason of certain prohibitions contained in Legal Requirements, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who meet the requirements of a Governmental Authority. Each Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable Legal Requirements, the Collateral Agent shall have no obligation to engage in public sales.

(c) Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state or foreign securities laws, the Collateral Agent may be compelled, with respect to any sale or disposition of all or any part of the Securities Collateral and Investment Property, to limit purchasers to Persons who will agree, among other things, to acquire such Securities Collateral or Investment Property for their own account, for investment

and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral or Investment Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state or foreign securities laws, even if such issuer would agree to do so.

(d) Notwithstanding the foregoing, each Pledgor shall, upon the occurrence and during the continuance of any Event of Default, at the request of the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, cause any registration, qualification under or compliance with any federal, state or foreign securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Pledgors. Each Pledgor will cause such registration to be effected (and be kept effective) and cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral including registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state or foreign securities laws and appropriate compliance with all other requirements of any Governmental Authority. Each Pledgor shall cause the Collateral Agent to be kept advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, shall furnish to the Collateral Agent such number of prospectuses, offering circulars or other documents incident thereto as the Collateral Agent from time to time may request, and shall indemnify and shall cause the issuer of the Securities Collateral to indemnify the Collateral against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein (or in any related registration statement, notification or the like) a material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) If the Collateral Agent determines to exercise its right to sell any or all of the Securities Collateral or Investment Property, upon written request, the applicable Pledgor shall, and shall cause each issuer of Securities Collateral and Investment Property to be sold hereunder to, from time to time furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature or interest, of securities or other instruments included in the Securities Collateral or Investment Property which may be sold by the Collateral Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(f) Each Pledgor further agrees that a breach of any of the covenants contained in this Section 9.5 will cause irreparable injury to the Collateral Agent and other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breach

and, as a consequence, that each and every covenant contained in this Section 9.5 shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants.

SECTION 9.5 No Waiver; Cumulative Remedies.

(i) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. The remedies herein provided are cumulative and are not exclusive of any remedies provided by applicable Legal Requirements, in equity or otherwise.

(ii) In the event that the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors, the Collateral Agent and each other Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Collateral Agent and the other Secured Parties shall continue as if no such proceeding had been instituted.

SECTION 9.6 Certain Additional Actions Regarding Intellectual Property. If any Event of Default shall have occurred and be continuing, upon the written demand of the Collateral Agent, each Pledgor shall, subject to the terms of the Intercreditor Agreement and the Subordination Agreement, execute and deliver to the Collateral Agent an assignment or assignments of the Intellectual Property Collateral that is Registered or such other documents as are necessary, advisable or prudent to carry out the intent and purposes hereof.

ARTICLE X

PROCEEDS OF CASUALTY EVENTS AND COLLATERAL DISPOSITIONS; APPLICATION OF PROCEEDS

SECTION 10.1 Proceeds of Casualty Events and Collateral Dispositions. The Pledgors shall take all actions required by the LuxCo Loan Agreement with respect to any Net Cash Proceeds of any Casualty Event or from the sale or disposition of any Collateral.

SECTION 10.2 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, in accordance with the LuxCo Loan Agreement.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Concerning Collateral Agent.

(i) The Collateral Agent has been appointed as collateral agent pursuant to the LuxCo Loan Agreement. The actions of the Collateral Agent hereunder are subject to the provisions of the LuxCo Loan Agreement . The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including the release or substitution of the Collateral), in accordance with this Agreement and the LuxCo Loan Agreement. Each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms of this Agreement. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the LuxCo Loan Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(ii) Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession from time to time if such Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests; *provided* that neither the Collateral Agent nor any of the other Secured Parties nor any of their respective directors, officers, employees or agents shall have responsibility for (x) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters (y) failing to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or (z) failing to take any necessary steps to preserve rights against any Person with respect to any Collateral.

(iii) The Collateral Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Agreement and its duties hereunder, upon advice of counsel selected by it.

(iv) If any item of Collateral also constitutes collateral granted to the Collateral Agent under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Term Loan Agent, in its sole discretion, shall determine which provisions shall control.

SECTION 11.2 Collateral Agent May Perform; Collateral Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to perform any covenants contained in this Agreement (including such Pledgor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of such Pledgor under any Collateral) or if any representation or warranty on the part of any Pledgor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; *provided, however*, that the Collateral Agent shall in no event be bound to inquire into the validity of any Charges, lien, imposition or other obligation which such Pledgor fails to pay or perform as and when required hereby and which such Pledgor does not contest in accordance with the provisions of Section 4.13. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgors in accordance with the provisions of Section 11.03 of the LuxCo Loan Agreement. Neither the provisions of this Section 11.2 nor any action taken by the Collateral Agent pursuant to the provisions of this Section 11.2 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of representation or warranty from constituting an Event of Default. Each Pledgor hereby appoints the Collateral Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument consistent with the terms of the LuxCo Loan Agreement, this Agreement and the other Loan Documents which the Collateral Agent may deem necessary, advisable or prudent to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 11.3 Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon the Pledgors, their respective successors and assigns and (ii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and the other Secured Parties and each of their respective successors, transferees and assignees (including permitted assignees pursuant to Section 11.04 of the LuxCo Loan Agreement). No other Persons (including any other creditor of any Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Secured Party may assign or otherwise transfer any obligations held by it secured by this

Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party, herein or otherwise, subject however, to the provisions of the LuxCo Loan Agreement and the Intercreditor Agreement.

SECTION 11.4 Termination; Release. Collateral hereunder shall be automatically released if and to the extent so provided in Section 10.09 of the LuxCo Loan Agreement.

SECTION 11.5 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the LuxCo Loan Agreement and unless in writing and signed by the Collateral Agent. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

SECTION 11.6 Notices. Unless otherwise provided herein or in the LuxCo Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the LuxCo Loan Agreement, as to any Pledgor, addressed to it at the address of the Company set forth in the LuxCo Loan Agreement and as to the Collateral Agent, addressed to it at the address set forth in the LuxCo Loan Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 11.6.

SECTION 11.7 Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

(b) EACH PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND

ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LEGAL REQUIREMENTS. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR OTHERWISE SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY OTHER AGENT, ANY LENDER OR OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 11.7(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN FACSIMILE TRANSMISSION OR ELECTRONIC MEANS, AND DISREGARDING ANY PERSON TO WHOM ANY SUCH NOTICE IS REQUIRED TO BE COPIED) IN SECTION 11.6. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LEGAL REQUIREMENTS.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, THE TRANSACTIONS OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER

PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.7.

SECTION 11.8 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 11.9 Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11.10 Business Days. In the event any time period or any date provided in this Agreement ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 11.11 Waiver of Stay. Each Pledgor covenants that in the event that such Pledgor or any property or assets of such Pledgor shall hereafter become the subject of a voluntary or involuntary proceeding under the Bankruptcy Code or such Pledgor shall otherwise be a party to any federal, state or foreign bankruptcy, insolvency, moratorium or similar proceeding to which the provisions relating to the automatic stay under Section 362 of the Bankruptcy Code or any similar provision in any such Legal Requirement is applicable, then, in any such case, whether or not the Collateral Agent has commenced foreclosure proceedings under this Agreement, such Pledgor shall not, and each Pledgor hereby expressly waives its right to (to the extent it may lawfully do so) at any time insist upon, plead or in any whatsoever, claim or take the benefit or advantage of any such automatic stay or such similar provision as it relates to the exercise of any of the rights and remedies (including any foreclosure proceedings) available to the Collateral Agent as provided in this Agreement, in any other Security Document or any other document evidencing the Secured Obligations. Each Pledgor further covenants that it will not hinder, delay or impede the execution of any power granted herein to the Collateral Agent, but will suffer and permit the execution of every such power as though no law relating to any stay or similar provision had been enacted.

SECTION 11.12 No Credit for Payment of Taxes or Imposition. No Pledgor shall be entitled to any credit against the principal, premium, if any, or interest payable under the LuxCo Loan Agreement, and such Pledgor shall not be entitled to any credit against any other sums which may become payable

under the terms thereof or hereof, by reason of the payment of any Tax on the Collateral or any part thereof.

SECTION 11.13 No Claims Against Collateral Agent. Nothing contained in this Agreement shall constitute any consent or request by the Collateral Agent, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof, nor as giving any Pledgor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Collateral Agent in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.14 No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or shall impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, the LuxCo Loan Agreement or the other Loan Documents, or under or in respect of the Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 11.14 shall survive the termination and release of the Liens hereunder and the discharge of such Pledgor's other obligations under this Agreement, the LuxCo Loan Agreement and the other Loan Documents.

SECTION 11.15 Overdue Amounts. Until paid, all amounts due and payable under this Agreement shall constitute Secured Obligations and shall bear interest, whether before or after judgment, at the Default Rate.

SECTION 11.16 Confidentiality. The Collateral Agent agrees to maintain the confidentiality of all Information provided by any Pledgor in accordance with and subject to the provisions of Section 11.12 of the LuxCo Loan Agreement, but shall be considered to have complied with its obligation to do so if it has exercised the same degree of care to maintain the confidentiality of such Information as accorded to its own confidential information.

SECTION 11.17 Obligations Absolute. All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Pledgor;

(ii) any lack of validity or enforceability of any Loan Document, or any other agreement or instrument relating thereto against any Pledgor;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(iv) any pledge, exchange, release or non-perfection or loss of priority of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, or any Loan Document; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

POMONA MERGER CORP.,
as a Pledgor

By: _____
Name:
Title:

POMONA HOLDINGS, INC.,
as a Pledgor

By: _____
Name:
Title:

CLEMENT PAPPAS AND COMPANY, INC.,
as a Pledgor

By: _____
Name:
Title:

PAPPAS FOODS, L.L.C.,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

CLEMENT PAPPAS NC, INC.,
as a Pledgor

By: _____
Name:
Title:

DELSEA FARMS, INC.,
as a Pledgor

By: _____
Name:
Title:

PAPPAS PROPERTIES CA, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title

PAPPAS PROPERTIES, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

CPC JUICE, INC.,
as a Pledgor

By: _____
Name:
Title:

CP MARYLAND, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name:
Title:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

Schedule 1

Filings, Registrations and Recordings

Pledgor	**Type of Filing**	**Office**
Pomona Holdings, Inc.	UCC-1 Financing Statement	Delaware Secretary of State
Pomona Merger Corp.	UCC-1 Financing Statement	New Jersey Secretary of State
Clement Pappas and Company, Inc.	UCC-1 Financing Statement	New Jersey Secretary of State
Pappas Foods, L.L.C.	UCC-1 Financing Statement	Delaware Secretary of State
Clement Pappas NC, Inc.	UCC-1 Financing Statement	North Carolina Secretary of State
Delsea Farms, Inc.	UCC-1 Financing Statement	California Secretary of State
Pappas Properties CA, LLC	UCC-1 Financing Statement	California Secretary of State
Pappas Properties, LLC	UCC-1 Financing Statement	Delaware Secretary of State
CPC Juice, Inc.	UCC-1 Financing Statement	New Jersey Secretary of State
CP Maryland, LLC	UCC-1 Financing Statement	Maryland Department of Assessment
Clement Pappas and Company, Inc.	Trademark Security Agreement	US Patent & Trademark Office
Clement Pappas & Co., Inc.	Trademark Security Agreement	US Patent & Trademark Office
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	Trademark Security Agreement	US Patent & Trademark Office
Clement Pappas and Company, Inc.	Copyright Security Agreement	US Copyright Office
Clement Pappas and Company, Inc.	Trademark Security Agreement	Canadian Intellectual Property Office
Clement Pappas and Company, Inc.	Mortgage and Fixture Filing	County Clerk Cumberland County New Jersey
Clement Pappas and Company, Inc.	Mortgage and Fixture Filing	Registry of Deeds Plymouth County Massachusetts
Clement Pappas NC, Inc.	Mortgage and Fixture Filing	Register of Deeds Henderson County

Pledgor	**Type of Filing**	**Office**
		North Carolina
Pappas Properties, LLC	Mortgage and Fixture Filing	County Clerk Cumberland County New Jersey
Pappas Foods, L.L.C.	Mortgage and Fixture Filing	Records Washington County Arkansas
Pappas Properties CA, LLC	Mortgage and Fixture Filing	Official Records San Bernardino County California

EXHIBIT 1

[Form of]

ISSUER'S ACKNOWLEDGMENT

The undersigned hereby (i) acknowledges receipt of a copy of that certain LuxCo Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the LuxCo Security Agreement), made by Pomona Merger Corp, a New Jersey corporation ("MergerSub", that as of the date hereof will be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation ("Company" and collectively with MergerSub, the "Borrower"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), and each of the other Loan Parties (as defined in the LuxCo Loan Agreement from time to time party hereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with the Borrower and Holdings, as guarantors (except in the case of the Borrower), pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"), (ii) agrees promptly to note on its books the security interests granted to the Collateral Agent and confirmed under the LuxCo Security Agreement, (iii) agrees that it will comply with all instructions of the Collateral Agent or its nominee with respect to the applicable Securities Collateral without further consent by the applicable Pledgor, (iv) agrees not to take any action to have any of the applicable Securities Collateral issued by it treated as Securities under Article 8 of the UCC without the Collateral Agent's prior written consent (v) to the maximum extent permitted by law, agrees that the "issuer's jurisdiction" (as defined in Section 8-110 of the UCC) is the State of New York, U.S.A., (vi) agrees promptly to notify the Collateral Agent upon obtaining knowledge of any interest in favor of any Person in the applicable Securities Collateral that is adverse to the interest of the Collateral Agent therein and (vii) waives any right or requirement at any time hereafter to receive a copy of the LuxCo Security Agreement in connection with the registration of any Securities Collateral thereunder in the name of the Collateral Agent or its nominee or the exercise of voting rights by the Collateral Agent or its nominee.

[_____**]**

By: _____
Name:
Title:

EXHIBIT 2

[Form of]

PLEDGE AMENDMENT

This Pledge Amendment, dated as of _____, _____ (the "Pledge Amendment") is delivered pursuant to Section 5.1 of that certain LuxCo Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the LuxCo Security Agreement), made by Clement Pappas and Company, Inc., a New Jersey Corporation ("Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings and the Company as guarantors (except in the case of the Company), pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). The undersigned hereby agrees that this Pledge Amendment may be attached to the LuxCo Security Agreement and that the Pledged Securities and/or Intercompany Notes listed on this Pledge Amendment shall be deemed to be and shall become part of the Collateral and shall secure all Secured Obligations.

[_____]

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

PLEDGED SECURITIES

ISSUER	CLASS OF STOCK OR INTERESTS	PAR VALUE	CERTIFICATE NO(S).	NUMBER OF SHARES OR INTERESTS	PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER

INTERCOMPANY NOTES

ISSUER	PRINCIPAL AMOUNT	DATE OF ISSUANCE	INTEREST RATE	MATURITY DATE

EXHIBIT 3

[Form of]

JOINDER AGREEMENT

[Name of New Pledgor**]**
[Address of New Pledgor**]**

[Date**]**

_____

_____

_____

_____

Ladies and Gentlemen:

Reference is made to that certain LuxCo Security Agreement, dated as of August **[__]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the LuxCo Security Agreement), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings and the Company, as guarantors (except in the case of the Company), pledgors, assignors and debtors and together with any successors, the "Pledgors," and each, a "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

This Joinder Agreement supplements the LuxCo Security Agreement and is delivered by the undersigned, **[**_____**]** (the "New Pledgor"), pursuant to Section 3.5 of the LuxCo Security Agreement. The New Pledgor hereby agrees to be bound as a Pledgor by all of the terms, covenants and conditions set forth in the LuxCo Security Agreement to the same extent that it would have been bound if it had been a signatory to the LuxCo Security Agreement on the execution date of the LuxCo Security Agreement. The New Pledgor also hereby agrees to be bound as a party by all of the terms, covenants and conditions applicable to it set forth in the LuxCo Loan Agreement and the other Loan Documents to the same extent that it would have been bound if it had been a signatory to the LuxCo Loan Agreement and the other Loan Documents on the execution date of the LuxCo Loan Agreement or such Loan Documents. Without limiting the generality of the foregoing, the New Pledgor hereby grants and pledges

to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of a Guarantor (used as defined in the LuxCo Loan Agreement) under the LuxCo Loan Agreement and a Pledgor under the LuxCo Security Agreement. The New Pledgor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to (i) the Pledgors contained in the LuxCo Security Agreement and the other Loan Documents and (ii) the Guarantors under the LuxCo Loan Agreement and the other Loan Documents.

Annexed hereto are (i) a supplement to the Perfection Certificate and (ii) supplements to each of the Schedules to the LuxCo Security Agreement and the LuxCo Loan Agreement, as applicable, with respect to the New Pledgor. Such supplements shall be deemed to be part of the LuxCo Security Agreement or the LuxCo Loan Agreement, as applicable.

This Joinder Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CHOICE OF LAW THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the New Pledgor has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW PLEDGOR**]**

By: _____
Name:_____
Title::_____

AGREED TO AND ACCEPTED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:_____
Title:_____

[Schedules to be attached**]**

EXHIBIT 4

[Form of]

SECURITIES ACCOUNT CONTROL AGREEMENT[1]

This SECURITIES ACCOUNT CONTROL AGREEMENT (this "Control Agreement"), dated as of **[**_____**]** by and among **[**_____**]**, a **[**_____**]** (the "Pledgor"), BMO Harris Bank N.A. (the "Revolving Credit Agent"), Jefferies Finance LLC as collateral agent under the Term Loan Agreement (the "Term Loan Collateral Agent") and as collateral agent under the LuxCo Loan Agreement (the "LuxCo Loan Agent" and, together with the Term Loan Collateral Agent, the "Collateral Agent") and **[**_____**]** in its capacity as a "securities intermediary" (as defined in Section 8-102 of the UCC) (the "Financial Institution"), is delivered pursuant to (i) the Revolving Credit Agreement (as defined in the U.S. Security Agreement as defined below), (ii) the Security Agreement (as defined in the Revolving Credit Agreement, the "Revolving Security Agreement"), (iii) the Term Loan Agreement (as defined in the U.S. Security Agreement), (iv) that certain U.S. Security Agreement , dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "U.S. Security Agreement "), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors (except in the case of the Company), pledgors, assignors and debtors and together with any successors, the "Grantors"), in favor of the Term Loan Collateral Agent, (v) the LuxCo Loan Agreement (as defined in the LuxCo Security Agreement), (vi) that certain LuxCo Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "LuxCo Security Agreement"), made by each of the Grantors (other than LuxCo) in favor of the LuxCo Loan Agent.

This Control Agreement is for the purpose of perfecting the security interests of (i) the Secured Parties (as defined in the Revolving Credit Agreement) (the "Revolving Secured Parties"), (ii) the Secured Parties (as defined in the U.S. Security Agreement) (the "Syndicated Secured Parties") and (iii) the Secured Parties (as defined in the LuxCo Security Agreement) (the "LuxCo Secured Parties", and together with the Syndicated Secured Parties and the Revolving Secured Parties, collectively, the "Secured Parties"; the Syndicated Secured Parties, together with the LuxCo Secured Parties are collectively referred to as the "Term Loan Secured Parties"), in each case granted by the Pledgor in the Designated Accounts (as defined below). Pursuant to the Revolving Security Agreement, the Pledgor has granted to the Revolving Credit Agent a first priority security interest in the Designated Accounts.

[1] This Securities Account Control Agreement applies to Securities in respect of which the Revolving Credit Agent has a first priority security interest under the Intercreditor Agreement (for example, with respect to Cash Equivalents). For Securities in respect of which the Collateral Agent has a first priority security interest under the Intercreditor Agreement, the provisions relating to priority will be reversed *mutatis mutandis*.

Pursuant to the U.S. Security Agreement and the LuxCo Security Agreement, the Pledgor has granted to the Collateral Agent a second priority security interest in the Designated Accounts. Pursuant to the Intercreditor Agreement dated as of August [_], 2011 by and between, *inter alios*, the Revolving Credit Agent, on behalf of and for the benefit of the Revolving Secured Parties, the Term Loan Collateral Agent, on behalf of and for the benefit of the Syndicated Secured Parties, and the LuxCo Loan Agent, on behalf of and for the benefit of the LuxCo Loan Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the Revolving Credit Agent has agreed to act as gratuitous bailee for and representative (as defined in Section 1-201(35) of the UCC (as defined below)) of the Collateral Agent for purposes of perfecting the security interest of the Collateral Agent for the benefit of the Term Loan Secured Parties.

As used in this Control Agreement, "Controlling Party" shall mean the Revolving Credit Agent; *provided* that at such time as the Revolving Credit Agent has provided the Financial Institution with a written notice that the Revolving Credit Agent has ceased to be the "Controlling Party" hereunder (such notice being the "Controlling Party Notice"), which notice the Revolving Credit Agent shall provide to the Financial Institution as soon as practicable following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, "Controlling Party" shall mean the Collateral Agent for the benefit of the Term Loan Secured Parties. The Financial Institution shall rely exclusively on a Controlling Party Notice as to the determination whether the Revolving Credit Agent or the Collateral Agent is the Controlling Party hereunder and shall be under no obligation to make any independent investigation thereof. In order to perfect the security interest of the Collateral Agent at any time that the Collateral Agent is not the Controlling Party, the parties hereto agree that the Financial Institution shall comply with instructions given by Collateral Agent in accordance with this Control Agreement directing the disposition of checks from time to time in the Account or as to any other matters relating to each Designated Account without further consent by the Pledgor if and only if such written instructions are consented to in writing by Revolving Credit Agent.

All references herein to the "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York. As used herein, "Event of Default" means the occurrence of an "Event of Default" under and as defined in the Term Loan Agreement and, following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, an "Event of Default" under and as defined in the Term Loan Agreement or the LuxCo Loan Agreement.

1. Confirmation of Establishment and Maintenance of Designated Account. The Financial Institution hereby confirms that (i) the Financial Institution has established for the Pledgor and maintains the account(s) listed on Schedule 1 hereto (such account(s), together with each such other account maintained by the Pledgor with the Financial Institution collectively, the "Designated Accounts" and each a "Designated Account"), and (ii) each Designated Account is a "securities account" as such term is defined in Article 8 of the UCC.

2. Control. The Controlling Party shall at all times have "control" (as defined in Section 8-106 of the UCC) of any Designated Account; *provided* that unless and until delivery by the

Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution, the Pledgor shall have the right from time to time to write checks against and make withdrawals from and transfers of amounts in the Designated Accounts. From and after delivery by the Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution until such time as the Controlling Party delivers written notice to the Financial Institution rescinding such Notice of Sole Control (such period, the "Activation Period"), the Financial Institution shall comply solely with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) and instructions originated by the Controlling Party without further consent of the Pledgor or any person or entity acting or purporting to act for the Pledgor being required, including, without limitation, directing disposition of the financial assets in each Designated Account. Prior to and after the end of any Activation Period, the Financial Institution shall be entitled to honor the Pledgor's instructions and directions with respect to any transfer or withdrawal of financial assets from the Designated Accounts.

3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, operation of law or otherwise a security interest in any Designated Account, the Financial Institution hereby agrees that such security interest shall be subordinate to that of the Controlling Party. The financial assets credited to any Designated Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person or entity other than the Secured Parties (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of its customary fees and expenses for the routine maintenance and operation of the Designated Accounts, including overdraft fees, and (ii) the face amount of any checks or other items which have been credited to any Designated Account but are subsequently returned unpaid because of uncollected or insufficient funds).

4. Choice of Law. Both this Control Agreement and the Designated Account(s) shall be governed by the law of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "security intermediary's jurisdiction" (within the meaning of Section 8-110 of the UCC) and the Designated Account(s) shall be governed by the law of the State of New York.

5. Conflict with Other Agreements; Amendments. As of the date hereof, there are no other agreements entered into between the Financial Institution and the Pledgor with respect to any Designated Account or any financial assets credited thereto (other than standard and customary documentation with respect to the establishment and maintenance of such Designated Accounts). The Financial Institution and the Pledgor will not enter into any other agreement with respect to any Designated Account unless the Controlling Party shall have received prior written notice thereof. The Financial Institution and the Pledgor will not enter into any other agreement with respect to "control" of the Designated Accounts without the prior written consent of the Revolving Credit Agent and the Collateral Agent, each acting in its sole discretion. In the event of any conflict with respect to "control" over any Designated Account between this Control Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Control Agreement shall prevail. No

amendment or modification of this Control Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

6. Notice of Adverse Claims. Except for the claims and interest of the Secured Parties and of the Pledgor in the Designated Account(s), the Financial Institution on the date hereof does not know of any claim to, or security interest in, any Designated Account or in any financial assets credited thereto and does not know of any claim that any person or entity other than the Controlling Party has been given "control" of any Designated Account or any such financial assets. If any person or entity asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process and any claim of "control") against any financial assets credited to any Designated Account, the Financial Institution will promptly notify the Controlling Party and the Pledgor thereof.

7. Maintenance of Designated Accounts. In addition to, and not in lieu of, the obligation of the Financial Institution agreed in Section 2 hereof, the Financial Institution agrees to maintain the Designated Accounts as follows:

(i) Notice of Sole Control. Upon the occurrence and during the continuation of an Event of Default, the Controlling Party may deliver to the Financial Institution a notice of sole control in substantially the form set forth in Exhibit A hereto (the "Notice of Sole Control") with respect to any Designated Account. If at any time the Controlling Party delivers a Notice of Sole Control to the Financial Institution, the Financial Institution agrees that, after receipt of such notice, it will take all entitlement orders and other instruction with respect to such Designated Account solely from the Controlling Party. Without limiting the generality of the first sentence of this paragraph, upon receipt of a Notice of Sole Control, the Financial Institution shall follow all instructions given by the Controlling Party, including, without limitation, instructions for distribution or transfer of any financial assets in any Designated Account to be made to the Controlling Party. No later than five Business Days after such Event of Default shall have ceased to exist in accordance with the terms of the Revolving Credit Agreement, Term Loan Agreement or LuxCo Loan Agreement, as the case may be, the Controlling Party shall deliver written notice to the Financial Institution rescinding any applicable Notice of Sole Control.

(ii) Statements and Confirmations. The Financial Institution will promptly send copies of all statements and other correspondence (excluding routine confirmations) concerning any Designated Account to each of the Pledgor, the Revolving Credit Agent and the Collateral Agent at the address set forth in Section 11 hereof. The Financial Institution will promptly provide to the Controlling Party and to the Pledgor, upon the Controlling Party's request therefor from time to time and, in any event as of the last Business Day of each calendar month, a statement of the cash balance and financial assets in each Designated Account.

8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(i) The Designated Accounts have been established as set forth in Section 1 hereof and each Designated Account will be maintained in the manner set forth herein until termination of this Control Agreement. The Financial Institution shall not change the name or account number of any Designated Account without the prior written consent of the Revolving Credit Agent and the Collateral Agent.

(ii) The Financial Institution is a "securities intermediary," as such term is defined in the UCC.

(iii) All property credited to any Designated Account will be treated as "financial assets," as such term is defined in the UCC.

(iv) This Control Agreement is the valid and legally binding obligation of the Financial Institution, enforceable against the Financial Institution in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(v) The Financial Institution has not entered into any agreement with any person or entity pursuant to which it has agreed to comply with any entitlement orders or instructions with respect to any Designated Account other than the Controlling Party. Until the termination of this Control Agreement, the Financial Institution will not, without the written approval of the Controlling Party, enter into any agreement with any person or entity pursuant to which it agrees to comply with any orders or instructions of such Person with respect to any Designated Account.

(vi) The Financial Institution has not entered into any other agreement with the Pledgor or the Controlling Party purporting to limit or condition the obligation of the Financial Institution to comply with any orders or instructions with respect to any Designated Account as set forth in Section 2 hereof.

9. Indemnification of Financial Institution. The Pledgor and the Controlling Party hereby agree that (i) the Financial Institution is released from any and all liabilities to the Pledgor and the Controlling Party arising from the terms of this Control Agreement and the Financial Institution's compliance with the terms of this Control Agreement, except to the extent that such liabilities arise from the Financial Institution's gross negligence or willful misconduct, and (ii) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Control Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, claims, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Control Agreement.

10. Successors; Assignment. The terms of this Control Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assignees.

11. Notices. Any notice, request or other communication required or permitted to be given under this Control Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by facsimile transmission or other electronic means and electronic confirmation of error free receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

(i) if to the Pledgor, at:

[**]**
[**]**
[**]**

Attention:
Facsimile:
Telephone:

(ii) if to the Financial Institution, at:

Financial Institution:
[**]**
[**]**
[**]**

Attention:
Facsimile:
Telephone:

(ii) if to the Revolving Credit Agent, at:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Facsimile: (312) 765-1641
Telephone: (312) 461-2116

(iv) if to the Collateral Agent, at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile: (212) 284-3444

Any party may change its address for notices in the manner set forth above.

12. Termination. The rights and powers granted herein to the Controlling Party have been granted in order to perfect the security interests of the Secured Parties in the Designated Accounts and are powers coupled with an interest that will be affected neither by the bankruptcy of the Pledgor nor by the lapse of time. The obligations of the Financial Institution hereunder shall continue in effect until (a) the termination of the security interests of the Secured Parties with respect to the Designated Account(s) and the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of such termination in writing or (b) the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of a termination in writing.

13. Severability. If any term or provision set forth in this Control Agreement shall be invalid or unenforceable, the remainder of this Control Agreement, other than those provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

14. Counterparts. This Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Control Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Control Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Control Agreement.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Control Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

[_____][2]

By: _____
Name:
Title:

BMO HARRIS BANK N.A.
as Revolving Credit Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as Term Loan Collateral Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as LuxCo Loan Agent

By: _____
Name:
Title:

[_____], as Securities Intermediary

By: _____
Name:
Title:

[2]. Insert applicable Loan Party.

SCHEDULE 1

Designated Account(s)

EXHIBIT A

[Letterhead of Controlling Party]

[Date**]**

[Financial Institution**]**
[Address**]**

Attention: _____

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in Section 7(i) of the Securities Account Control Agreement dated as of **[**_____**]**, among **[**applicable Pledgor**]**[3], us and you (the "Control Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Control Agreement) (a copy of which is attached), we hereby give you notice of our sole control over the Designated Account(s), account number(s): _____ (the "Specified Designated Accounts"). You are hereby instructed not to accept any entitlement orders or any other order, direction or instructions with respect to the Specified Designated Accounts or any financial assets credited thereto from any person or entity other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[**applicable Pledgor**]**.

Very truly yours,

[_____], as Controlling Party

By: _____
Name:
Title:

cc: **[**applicable Pledgor**]**

[3]. Insert applicable Loan Party.

EXHIBIT 5

[Form of]

DEPOSIT ACCOUNT CONTROL AGREEMENT

This DEPOSIT ACCOUNT CONTROL AGREEMENT (this "Control Agreement"), dated as of **[**_____**]** by and among **[**_____**]**, a **[**_____**]** (the "Pledgor"), BMO Harris Bank N.A. (the "Revolving Credit Agent"), Jefferies Finance LLC as collateral agent under the Term Loan Agreement (the "Term Loan Collateral Agent") and as collateral agent under the LuxCo Loan Agreement (the "LuxCo Loan Agent" and, together with the Term Loan Collateral Agent, the "Collateral Agent") and **[**_____**]** in its capacity as a "securities intermediary" (as defined in Section 8-102 of the UCC) (the "Financial Institution"), is delivered pursuant to (i) the Revolving Credit Agreement (as defined in the U.S. Security Agreement as defined below), (ii) the Security Agreement (as defined in the Revolving Credit Agreement, the "Revolving Security Agreement"), (iii) the Term Loan Agreement (as defined in the U.S. Security Agreement), (iv) that certain U.S. Security Agreement , dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "U.S. Security Agreement"), made by Clement Pappas and Company, Inc., a New Jersey corporation (the "Company"), Pomona Holdings, Inc., a Delaware corporation ("Holdings"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("LuxCo"), and the other guarantors from time to time party thereto as of the date hereof or at any later date by execution of one or more Joinder Agreement (together with Holdings, the Company and LuxCo, as guarantors, pledgors, assignors and debtors and together with any successors, the "Grantors"), in favor of the Term Loan Collateral Agent, (v) the LuxCo Loan Agreement (as defined in the LuxCo Security Agreement), (vi) that certain LuxCo Security Agreement, dated as of August **[**__**]**, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "LuxCo Security Agreement"), made by each of the Grantors (other than LuxCo) in favor of the LuxCo Loan Agent.

This Control Agreement is for the purpose of perfecting the security interests of (i) the Secured Parties (as defined in the Revolving Credit Agreement) (the "Revolving Secured Parties"), (ii) the Secured Parties (as defined in the U.S. Security Agreement) (the "Syndicated Secured Parties") and (iii) the Secured Parties (as defined in the LuxCo Security Agreement) (the "LuxCo Secured Parties", and together with the Syndicated Secured Parties and the Revolving Secured Parties, collectively, the "Secured Parties"; the Syndicated Secured Parties, together with the LuxCo Secured Parties are collectively referred to as the "Term Loan Secured Parties"), in each case granted by the Pledgor in the Designated Accounts (as defined below). Pursuant to the Revolving Security Agreement, the Pledgor has granted to the Revolving Credit Agent a first priority security interest in the Designated Accounts. Pursuant to the U.S. Security Agreement and the LuxCo Security Agreement, the Pledgor has granted to the Collateral Agent a second priority security interest in the Designated Accounts. Pursuant to the Intercreditor Agreement dated as of August [_], 2011 by and between, *inter alios*, the Revolving Credit

Agent, on behalf of and for the benefit of the Revolving Secured Parties, the Term Loan Collateral Agent, on behalf of and for the benefit of the Syndicated Secured Parties, and the LuxCo Loan Agent, on behalf of and for the benefit of the LuxCo Loan Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the Revolving Credit Agent has agreed to act as gratuitous bailee for and representative (as defined in Section 1-201(35) of the UCC (as defined below)) of the Collateral Agent for purposes of perfecting the security interest of the Collateral Agent for the benefit of the Term Loan Secured Parties.

As used in this Control Agreement, "Controlling Party" shall mean the Revolving Credit Agent; *provided* that at such time as the Revolving Credit Agent has provided the Financial Institution with a written notice that the Revolving Credit Agent has ceased to be the "Controlling Party" hereunder (such notice being the "Controlling Party Notice"), which notice the Revolving Credit Agent shall provide to the Financial Institution as soon as practicable following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, "Controlling Party" shall mean the Collateral Agent for the benefit of the Term Loan Secured Parties. The Financial Institution shall rely exclusively on a Controlling Party Notice as to the determination whether the Revolving Credit Agent or the Collateral Agent is the Controlling Party hereunder and shall be under no obligation to make any independent investigation thereof. In order to perfect the security interest of the Collateral Agent at any time that the Collateral Agent is not the Controlling Party, the parties hereto agree that the Financial Institution shall comply with instructions given by Collateral Agent in accordance with this Control Agreement directing the disposition of checks from time to time in the Account or as to any other matters relating to each Designated Account without further consent by the Pledgor if and only if such written instructions are consented to in writing by Revolving Credit Agent.

All references herein to the "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York. As used herein, "Event of Default" means the occurrence of an "Event of Default" under and as defined in the Revolving Credit Agreement and, following the "Discharge of Revolving Credit Obligations" as defined in the Intercreditor Agreement, an "Event of Default" under and as defined in the Term Loan Agreement or the LuxCo Loan Agreement.

1. Confirmation of Establishment and Maintenance of Designated Account. The Financial Institution hereby confirms that (i) the Financial Institution has established for the Pledgor and maintains the deposit account(s) listed in Schedule 1 hereto (such deposit account(s), together with each such other deposit account maintained by the Pledgor with the Financial Institution collectively, the "Designated Accounts" and each a "Designated Account"), and (ii) each Designated Account is a "deposit account" as such term is defined in Article 9 of the UCC.

2. Control. The Controlling Party shall at all times have "control" (as defined in Section 9-104 of the UCC) of any Designated Account; *provided* that unless and until delivery by the Controlling Party of Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution, the Pledgor shall have the right from time to time to write checks against and make withdrawals from and transfers of amounts in the Designated Accounts. From and after delivery by the Controlling Party of

Notice of Sole Control pursuant to Section 7(i) hereof to the Financial Institution until such time as the Controlling Party delivers written notice to the Financial Institution rescinding such Notice of Sole Control (such period, the "Activation Period"), the Financial Institution shall comply solely with instructions originated by the Controlling Party without further consent of the Pledgor or any person or entity acting or purporting to act for the Pledgor being required, including without limitation, directing disposition of the funds in each Designated Account. Prior to and after the end of any Activation Period, the Financial Institution shall be entitled to honor the Pledgor's instructions and directions with respect to any transfer or withdrawal of funds from the Designated Accounts.

3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, operation of law or otherwise a security interest in any Designated Account, the Financial Institution hereby agrees that such security interest shall be subordinate to that of the Controlling Party. The funds deposited into any Designated Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person or entity other than the Secured Parties (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of its customary fees and expenses for the routine maintenance and operation of the Designated Accounts, including overdraft fees, and (ii) the face amount of any checks or other items which have been credited to any Designated Account but are subsequently returned unpaid because of uncollected or insufficient funds).

4. Choice of Law. Both this Control Agreement and the Designated Account(s) shall be governed by the law of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "bank's jurisdiction" (within the meaning of Section 9-304 of the UCC) and the Designated Account(s) shall be governed by the law of the State of New York.

5. Conflict with Other Agreements; Amendments. As of the date hereof, there are no other agreements entered into between the Financial Institution and the Pledgor with respect to any Designated Account or any funds credited thereto (other than standard and customary documentation with respect to the establishment and maintenance of such Designated Accounts). The Financial Institution and the Pledgor will not enter into any other agreement with respect to any Designated Account unless the Controlling Party shall have received prior written notice thereof. The Financial Institution and the Pledgor will not enter into any other agreement with respect to "control" of the Designated Accounts without the prior written consent of the Revolving Credit Agent and the Collateral Agent, each acting in its sole discretion. In the event of any conflict with respect to "control" over any Designated Account between this Control Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Control Agreement shall prevail. No amendment or modification of this Control Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

6. Notice of Adverse Claims. Except for the claims and interest of the Secured Parties and of the Pledgor in the Designated Account(s), the Financial Institution on the date hereof does

not know of any claim to, or security interest in, any Designated Account or in any funds credited thereto and does not know of any claim that any person or entity other than the Controlling Party has been given "control" of any Designated Account or any such funds. If any person or entity asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process and any claim of "control") against any funds in any Designated Account, the Financial Institution will promptly notify the Controlling Party and the Pledgor thereof.

7. Maintenance of Designated Accounts. In addition to, and not in lieu of, the obligation of the Financial Institution agreed in Section 2 hereof, the Financial Institution agrees to maintain the Designated Accounts as follows:

(i) Notice of Sole Control. Upon the occurrence and during the continuation of an Event of Default, the Controlling Party may deliver to the Financial Institution a notice of sole control in substantially the form set forth in Exhibit A hereto (the "Notice of Sole Control") with respect to any Designated Account. If at any time the Controlling Party delivers a Notice of Sole Control to the Financial Institution, the Financial Institution agrees that, after receipt of such notice, it will take all instruction with respect to such Designated Account solely from the Controlling Party. Without limiting the generality of the first sentence of this paragraph, upon receipt of a Notice of Sole Control, the Financial Institution shall follow all instructions given by the Controlling Party, including, without limitation, instructions for distribution or transfer of any funds in any Designated Account to be made to the Controlling Party. No later than five Business Days after such Event of Default shall have ceased to exist in accordance with the terms of the Revolving Credit Agreement, the Term Loan Agreement or the LuxCo Loan Agreement, as the case may be, the Controlling Party shall deliver written notice to the Financial Institution rescinding the applicable Notice of Sole Control.

(ii) Statements and Confirmations. The Financial Institution will promptly send copies of all statements and other correspondence (excluding routine confirmations) concerning any Designated Account to each of the Pledgor the Revolving Credit Agent and the Collateral Agent at the address set forth in Section 11 hereof. The Financial Institution will promptly provide to the Controlling Party and to the Pledgor, upon the Controlling Party's request therefore from time to time and, in any event as of the last Business Day of each calendar month, a statement of the cash balance in each Designated Account.

8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(i) The Designated Accounts have been established as set forth in Section 1 hereof and each Designated Account will be maintained in the manner set forth herein until termination of this Control Agreement. The Financial Institution shall not change the name or account number of any Designated Account without the prior written consent of Revolving Credit Agent and the Collateral Agent.

(ii) The Financial Institution is a "bank," as such term is defined in the UCC.

(iii) This Control Agreement is the valid and legally binding obligation of the Financial Institution, enforceable against the Financial Institution in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(iv) The Financial Institution has not entered into any agreement with any person or entity pursuant to which it has agreed to comply with any orders or instructions with respect to any Designated Account other than the Controlling Party. Until the termination of this Control Agreement, the Financial Institution will not, without the written approval of the Controlling Party, enter into any agreement with any person or entity pursuant to which it agrees to comply with any orders or instructions of such person or entity with respect to any Designated Account.

(v) The Financial Institution has not entered into any other agreement with the Pledgor or the Controlling Party purporting to limit or condition the obligation of the Financial Institution to comply with any orders or instructions with respect to any Designated Account as set forth in Section 2 hereof.

9. Indemnification of Financial Institution. The Pledgor and the Controlling Party hereby agree that (a) the Financial Institution is released from any and all liabilities to the Pledgor and the Controlling Party arising from the terms of this Control Agreement and the Financial Institution's compliance with the terms of this Control Agreement, except to the extent that such liabilities arise from the Financial Institution's gross negligence or willful misconduct, and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Control Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, claims, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Control Agreement.

10. Successors; Assignment. The terms of this Control Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assignees.

11. Notices. Any notice, request or other communication required or permitted to be given under this Control Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by facsimile transmission or other electronic means and electronic confirmation of error free receipt is received or two days after being sent by certified or registered United

States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

(i) if to the Pledgor, at:

[ ]
[ ]
[ ]

Attention:
Facsimile:
Telephone:

(ii) if to the Financial Institution, at:

Financial Institution:
[ ]
[ ]
[ ]

Attention:
Facsimile:
Telephone:

(iii) if to the Revolving Credit Agent, at:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Facsimile: (312) 765-1641
Telephone: (312) 461-2116

(iv) if to the Collateral Agent, at:

Collateral Agent:
Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile: (212) 284-3444

Any party may change its address for notices in the manner set forth above.

12. Termination. The rights and powers granted herein to the Controlling Party have been granted in order to perfect the security interests of the Secured Parties in the Designated Accounts and are powers coupled with an interest that will be affected neither by the bankruptcy of the Pledgor nor by the lapse of time. The obligations of the Financial Institution hereunder shall continue in effect until (a) the termination of the security interests of the Secured Parties with respect to the Designated Account(s) and the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of such termination in writing or (b) the Revolving Credit Agent (if it is the Controlling Party) and the Collateral Agent have notified the Financial Institution of a termination in writing.

13. Severability. If any term or provision set forth in this Control Agreement shall be invalid or unenforceable, the remainder of this Control Agreement, other than those provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

14. Counterparts. This Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Control Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Control Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Control Agreement.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the parties hereto have caused this Control Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

[_____]

By: _____
Name:
Title:

BMO HARRIS BANK N.A.
as Revolving Credit Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as Term Loan Collateral Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC
as LuxCo Loan Agent

By: _____
Name:
Title:

[_____], as Financial Institution

By: _____
Name:
Title:

SCHEDULE 1

Designated Account(s)

EXHIBIT A

[Letterhead of Controlling Party]

[Date**]**

[Financial Institution**]**
[Address**]**

Attention: _____

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in Section 7(i) of the Deposit Account Control Agreement dated as of **[**_____**]**, among **[**applicable Pledgor**]**[4], us and you (the "Control Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Control Agreement) (a copy of which is attached), we hereby give you notice of our sole control over the Designated Account(s), account number(s): _____ (the "Specified Designated Accounts"). You are hereby instructed not to accept any direction or instructions with respect to the Specified Designated Accounts or any funds credited thereto from any person or entity other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[**applicable Pledgor**]**.

Very truly yours,

[_____], as Controlling Party

By: _____
Name:
Title:

cc: **[**applicable Pledgor**]**

4. Insert applicable Loan Party.

EXHIBIT 6

[Form of]

COPYRIGHT SECURITY AGREEMENT

This Copyright Security Agreement (this "Copyright Security Agreement"), dated as of **[_____]**, by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a LuxCo Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Term Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Copyright Collateral"):

(a) the Copyrights of such Pledgor listed on Schedule 2[1] hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the LuxCo Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Copyright Collateral made and granted hereby are more fully set forth in the LuxCo Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Copyright Security Agreement is deemed to be inconsistent with or in

1. List the Copyrights that are Registered as identified in the Perfection Certificate related to the Pledgors.

conflict with the LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyrights under this Copyright Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Register of Copyrights and any other applicable government officer record this Copyright Security Agreement.

SECTION 6. Execution in Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE

SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____][2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1

to

COPYRIGHT SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2

to

COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Copyright Registrations:

PLEDGOR OWNER	TITLE OF WORK	COUNTRY	TITLE	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Copyright Applications:

PLEDGOR OWNER	TITLE OF WORK	COUNTRY	TITLE	APPLICATION NO.	FILING DATE

EXHIBIT 7

[Form of]

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated as of **[**_____**]**,by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a LuxCo Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the LuxCo Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Patent Collateral"):

(a) the Patents of such Pledgor listed on Schedule 2[1] hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the LuxCo Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Patent Collateral made and granted hereby are more fully set forth in the LuxCo Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in conflict with the

[1] List the Patents identified in the Perfection Certificate related to the Pledgors.

LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9 Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE

SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____**]**[2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Patents:

PLEDGOR OWNER	TITLE	COUNTRY	PATENT NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Patent Applications:

PLEDGOR OWNER	TITLE	COUNTRY	APPLICATION NO.	FILING DATE

EXHIBIT 8

[Form of]

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of **[**_____**]**,by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a LuxCo Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the LuxCo Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2[1] hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

[1] List the Trademarks that are Registered as identified in the Perfection Certificate related to the Pledgors.

Collateral Agent pursuant to the LuxCo Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the LuxCo Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL

AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL

[*Signature Page Follows***]**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

[_____**]**[2]

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

2. Insert applicable Pledgors.

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

PLEDGORS

NAME	**ADDRESS**

SCHEDULE 2

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE

EXHIBIT K-5

FORM OF
LUXEMBOURG PLEDGE AGREEMENT

(To be Provided Separately)

____ August 2011

LUXLAS FUND LIMITED PARTNERSHIP

as Pledgor

and

JEFFERIES FINANCE LLC

ACTING AS THE COLLATERAL AGENT FOR THE SECURED PARTIES

as Pledgee

and

LASSONDE LUXEMBOURG

as Company

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT (the ***Agreement***) is made on ___ August 2011

BETWEEN

(1) **LUXLAS FUND LIMITED PARTNERSHIP**, a partnership duly formed and validly existing under the Civil Code of the Province of Québec, Canada, having its address at 755 Principale, Rougemont, Québec, Canada, J0L 1M0 (the ***Pledgor***);

(2) **JEFFERIES FINANCE LLC,** a company incorporated under the laws of New York, having its registered office at 520 Madison Avenue, 19th floor, New York, New York 10022, acting as the collateral agent for the Secured Parties (the ***Pledgee***) (which expression shall include any successors in title, assigns and any companies with which it may at any time amalgamate); and

(3) **LASSONDE LUXEMBOURG**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with a share capital of USD 2,109,090, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register (the ***Company***).

WHEREAS:

A. Pursuant to a term loan agreement dated on or about the date hereof entered into between, *inter alios*, the Pledgor as borrower and the Pledgee as administrative agent for the Lenders, collateral agent for the Secured Parties and documentation agent for the Lenders (the ***Loan Agreement***), the Lenders have granted a term loan to the Pledgor.

B. The Pledgor owns one hundred per cent (100%) of the Shares and of the Voting Rights of the Company representing one hundred per cent (100%) of the share capital of the Company.

C. The Pledgor agrees to pledge the shares it holds at any time in the Company in accordance with the terms of this Agreement, in order to secure the Secured Obligations.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 Unless the context otherwise requires or unless otherwise defined in this Agreement, words and expressions defined in the Loan Agreement shall have the same meaning when used in this Agreement. In addition, the following definitions shall apply:

Articles of Incorporation means the updated articles of incorporation of the Company dated 29 July 2011 as amended by the deed of increase of share capital dated 9 August 2011, as further amended, supplemented or extended from time to time.

Business Day(s) means any day(s) (other than a Saturday or a Sunday) on which banks are open for general business in Luxembourg.

Distributions shall mean all rights and interests of the Pledgor in respect of any dividend (whether in cash, securities or otherwise), bonus shares or any other type of distribution, return or right in respect of any of the Shares (whether by way

of redemption, bonus, preference, option, substitution, conversion, disposition or otherwise).

Event of Default has the meaning given to such term in the Loan Agreement and also means any breach of any provisions under this Agreement.

Insolvency Regulation means the Council Regulation (EC) n°1346/2000 of 29 May 2000 on insolvency proceedings (*OJEC L 160, 30/06/2000, p. 1 ff.*).

Pledge means the pledge (*gage*) created pursuant to Clauses 2 and 3.

Pledged Assets means:

(a) all rights, titles, interests and benefit in, to and under the Shares which the Pledgor currently holds in the Company and any other shares in the Company which the Pledgor may subscribe to, acquire or be granted at any time in the future; and

(b) all rights, titles, interests and benefit in, to and under all Distributions.

Register means the register held by the Company in accordance with Article 185 of the Luxembourg law of 10 August 1915, as amended, regarding the commercial companies.

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which are due or owing at any time by the Pledgor and the Company to the Secured Parties under any Loan Documents and this Agreement together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its rights under the Loan Agreement, this Agreement or any other document evidencing or securing any such liabilities.

Shares means one hundred per cent (100%) of the issued share capital of the Company, being at the date of this Agreement 210,909 shares with a denomination of ten United States dollars (USD 10) each owned by the Pledgor and any other shares or securities in the Company issued from time to time.

Voting Rights means each voting right in relation to the Shares including without limitation, the right to call for and participate to the shareholders' meetings of the Company as well as any and all ancillary and/or accessory rights to such voting rights.

1.2 In this Agreement any reference to (i) a "Clause" is, unless otherwise stated, a reference to a clause of this Agreement and (ii) any agreement or document (howsoever named) is to such agreement or document as it may be amended, varied, supplemented or extended from time to time, whether before or after the date of this Agreement.

1.3 Clause headings are for ease of reference only.

1.4 Words importing the singular shall include the plural and vice versa.

1.5 Any reference to any person shall be construed to include such person's successors and assigns.

2. PLEDGE

The Pledgor hereby grants a first ranking pledge (*gage de premier rang*) on the Pledged Assets to the Pledgee as security for the due and punctual payment, performance and discharge of all the Secured Obligations.

The Company hereby acknowledges and accepts the Pledge.

3. RECORDING OF THE PLEDGE

The Pledgor shall simultaneously herewith (or in the case of any Shares issued after the date hereof, promptly, but in any event within two Business Days further to the issuance thereof) (i) procure the recording of the Pledge in the Register and (ii) present to the Pledgee a written confirmation in the form of a certified copy of the Register that this recording has been duly made.

The Pledgor and the Pledgee hereby instruct and appoint any manager of the Company to register the Pledge in the Register.

The text to be used for the registration shall be the following:

"Pursuant to a Share Pledge Agreement dated [date] 2011, LUXLAS FUND LIMITED PARTNERSHIP has pledged all its rights, titles, interests and benefits, present and future, in, to and under its present and future Shares (as defined in the Share Pledge Agreement) in LASSONDE LUXEMBOURG to JEFFERIES FINANCE LLC as Pledgee (as defined in the Share Pledge Agreement) and all its rights, titles, interests and benefits, present and future, in and to all rights, moneys, powers and property whatsoever which may from time to time and at any time be distributed or derived from, or accrue on or arise in respect of or relate to said Shares to JEFFERIES FINANCE LLC as Pledgee (as defined in the Share Pledge Agreement).

[date]

[name & signature]"

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 The Pledgor and the Company hereby represent, warrant and undertake to the Pledgee that:

(i) in respect of this Agreement and each of the transactions contemplated by, referred to in, provided for or effected by this Agreement, (a) the Company and the Pledgor entered into this Agreement in good faith and for the purpose of carrying out their business, (b) the Company and the Pledgor entered into this Agreement on arms' length commercial terms, (c) the Company and the Pledgor entered into this Agreement without any intention to defraud or deprive of any legal benefit any other parties (such as third parties and in particular creditors) or to circumvent any applicable mandatory laws or regulations of any jurisdiction, and (d) the entry into this Agreement and the performance of any rights and obligations hereunder are in the best corporate interest and in conformity with the corporate object of the Company and the Pledgor;

(ii) the Pledgor is a limited partnership duly formed and validly existing under the laws of the province of Quebec;

(iii) the Company is a *société à responsabilité limitée* duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg;

(iv) the “centre of main interests” (as that term is used in the Insolvency Regulation) of the Company is in Luxembourg, and the Company does not have any “establishment” (as that term is used in the Insolvency Regulation) outside Luxembourg;

(v) the Company is not subject to any bankruptcy proceedings (*faillite*), winding up proceedings (*liquidation*) or proceedings for voluntary arrangement with its creditors (*concordat préventif de faillite),* controlled management (*gestion contrôlée*) or suspension of payments (*sursis de paiement*) or any other proceedings having similar effects;

(vi) no demand, order or resolution for the winding-up or liquidation of the Pledgor or the Company, or for the protection of the Pledgor or the Company, from its creditors (or other proceedings having similar effects) has been filed or is currently pending before a court of competent jurisdiction;

(vii) the Pledgor is the sole legal and beneficial owner of the Shares;

(viii) the Pledgor has the power, authority and legal right to own the Shares;

(ix) the Shares are validly issued and represent one hundred per cent (100%) of the issued shares in the Company;

(x) neither the Articles of Incorporation nor any agreement between shareholders contain any transfer restrictions in respect of the Shares;

(xi) the Pledgor owns its Shares free and clear of any lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrance of any kind, other than liens which may exist by operation of law and subject only to the Pledge;

(xii) the Pledgor, acting through its general partner has full partnership power, authority and capacity to create a valid and effective first priority pledge over the Pledged Assets pursuant to this Agreement;

(xiii) this Agreement creates a valid first ranking pledge over the Pledged Assets and constitutes legally binding obligations of the Pledgor, enforceable in accordance with its terms, and validly creates the pledge it purports to create;

(xiv) all the authorisations necessary or advisable in connection with the granting of the Pledge have been obtained and have not been withdrawn, revoked or rescinded;

(xv) this Agreement does not violate any contractual or other obligation binding upon the Pledgor or the Company or any law to which the Pledged Assets, the Pledgor or the Company is or are subject, as applicable;

(xvi) there is no floating charge (*gage sur fonds de commerce*) or similar security interest (except as may be granted in favour of the Pledgee) in existence on the business of the Pledgor or the Company nor any mandate with a view to the creation thereof;

(xvii) in granting the Pledge, the Pledgor has relied exclusively on its own analysis of the creditworthiness and financial position of the Company and it has not relied on the Pledgee in this respect;

(xviii) this Agreement shall not be required to be registered or recorded outside Luxembourg in order to be legal, valid, binding and enforceable against third parties in particular against a receiver, liquidator or similar officer; and

(xix) the Pledgor has satisfied itself that the benefits it expects to directly or indirectly derive from the Loan Agreement are an adequate consideration for it to grant the Pledge.

4.2 The Pledgor and the Company undertake to the Pledgee that the representations, warranties and undertakings contained in Clause 4.1 shall at all times remain true and correct until all Secured Obligations shall have been fully and irrevocably discharged.

5. COVENANTS

5.1 The Pledgor and the Company hereby expressly repeat the covenants they have made in the Loan Agreement. In addition, the Pledgor and the Company hereby covenant to the Pledgee that:

(a) without the prior written consent of the Pledgee, it shall not dispose of the Shares or any other Pledged Assets including, but not limited to, transfer thereof to a third party, shall not create any other lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrance of any kind having a similar effect, nor grant any mandate with a view to the creation thereof, other than the Pledge (or any other pledge, hypothec or security granted in favour of the Pledgee), in respect of the Shares or any other Pledged Assets (irrespective of whether ranking behind the Pledge), and shall not permit the existence of any such lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrance of any kind other than the Pledge;

(b) it shall procure that no executory attachment (*saisie exécutoire*) is made on the Pledged Assets, and that any conservatory attachment (*saisie arrêt*) thereon is lifted within thirty Business Days of its first being made;

(c) it will not do or cause or permit to be done anything which will, or could be reasonably expected to, materially adversely affect this Agreement or the rights of the Pledgee hereunder or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the Pledged Assets;

(d) it shall cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the Pledge and to carry out the provisions and purposes of this Agreement;

(e) it shall not, without the prior written consent of the Pledgee, consent to any merger or other consolidation of the Company with or into any corporation or other entity; and

(f) the Pledgor shall not, without the prior written consent of the Pledgee, accept any increase in the share capital of the Company, through creation of new shares to a subscriber other than the Pledgor, unless such subscriber, prior to the creation and subscription of the new shares, accepts to and actually pledges one hundred per cent (100%) of such new shares in favour of the Pledgee under terms and conditions substantially of the same content as the terms and conditions of this Agreement.

6. SCOPE OF THE PLEDGE

6.1 The Pledge shall be a continuing security interest, shall remain in force until released in accordance with Clause 12, and shall in particular not be discharged by reason of the circumstance that there is temporarily no Secured Obligations currently owing to the Pledgee.

6.2 The Pledge shall not be discharged by the entry of any Secured Obligations into any current account, in which case the Pledge shall secure any provisional or final

balance of such current account up to the amount in which such Secured Obligations were entered therein.

6.3 The Pledgee may at any time without discharging or in any way affecting this Pledge (a) grant the Pledgor any time or indulgence, (b) concur in any moratorium of the Secured Obligations, (c) amend the terms and conditions of the Secured Obligations, (d) abstain from taking or perfecting any other security and discharge any other security, (e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse, (f) apply any payment received from the Pledgor or for their account towards obligations of the Pledgor other than the Secured Obligations secured hereby, or (g) take any other action with respect to the Secured Obligations.

7. RIGHTS ATTACHING TO THE SHARES

7.1 Voting Rights

(a) Until the occurrence of an Event of Default, the Pledgor shall be entitled to exercise all Voting Rights, provided that the Pledgor shall exercise such rights in a manner consistent with the interests of the Pledgee. In particular, and unless agreed otherwise by the Pledgee, the Pledgor shall cast its votes against any proposal which is liable to result in a dilution of the rights attaching to the Shares.

(b) Following the occurrence of an Event of Default, the Pledgor shall cast the votes attaching to the Shares in accordance with the Pledgee's instructions, which instructions the Pledgor shall seek as soon as practicable. The Pledgee may at its sole discretion or in the case of the occurrence of an Event of Default declare that it will, from the date of giving such notice, exercise the Voting Rights and that the Pledgor shall be precluded from doing so.

(c) Following the occurrence of an Event of Default or in each case where the rights of the Pledgee under this Agreement might be affected, the Pledgor and the Company shall give the Pledgee reasonable notice (such period not to be less than seven Business Days, or such longer period agreed to in writing by the Pledgee) of all shareholders' meetings of the Company and the agenda of such meetings and the Pledgor shall not in any way waive the right whether statutory or in accordance with the Articles of Incorporation to any notice period in respect of the convening of general shareholders' meetings of the Company.

7.2 Dividends and other returns

(a) Until the occurrence of an Event of Default, any Distribution shall be payable directly to the Pledgor.

(b) Following the occurrence of an Event of Default, any Distribution shall be paid to the Pledgee, or shall, as the case may be, give rise to the recording in the Register of a notice as provided in Clause 3 in the name of the Pledgee, and shall be part of the Pledged Assets.

(d) In the event that any return on the Pledged Assets which, pursuant to the above paragraphs, is to be paid or delivered to the Pledgee, shall entitle the Pledgor to a tax credit on account of withholding taxes, the Pledgor shall forthwith upon the declaration of such return, pay to the Pledgee an amount equivalent to such tax credit and such amount shall be deemed a return on the Shares for the purpose of this Clause 7.2.

(e) The Pledge shall not in any way be affected by any stamping, regrouping, splitting or renewal of the Shares, or by any similar operation, and the securities resulting from any such operation shall be part of the Shares.

7.3 Subscription Rights

Prior to the exercise of the subscription of rights, the Pledgor shall give a timely notice of it intention to exercise any such right and confirm that the shares resulting from the exercise of any such right shall be held on pledge by the Pledgee as security for the Secured Obligations and shall be part of the Pledged Assets.

8. POSSIBLE SEIZURE OR ATTACHMENT

In the event of a possible seizure or attachment by a third party of any of the Pledged Assets, the Pledgor shall, at its own expense, (i) promptly notify the Pledgee and send it or its attorneys a copy of the relevant seizure or attachment documentation as well as all other documents required under applicable law to challenge the seizure or attachment (if possible), (ii) notify the third party or the attorneys acting on behalf of such third party in writing of the Pledgee's interest in the Pledged Assets, and (iii) take such measures as may reasonably be required by the Pledgee to protect the Pledgee’s interest in the Pledged Assets.

9. IMMEDIATE RECOURSE

To the fullest extent allowed by applicable law, the Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any person or entity or enforce any collateral or security interest granted by any other person or entity before enforcing the Pledge and/or any rights hereunder or pursuant hereto.

10. ADDITIONAL SECURITY

The Pledge shall be in addition to and shall not in any way be prejudiced by or dependent on any collateral or other security interest now or hereafter held by the Pledgee as security for the Secured Obligations or any lien to which they may be entitled. The rights of the Pledgee hereunder are in addition to and not exclusive of those provided by law.

11. ENFORCEMENT OF PLEDGE

11.1 Upon the occurrence of an Event of Default, the Pledgee shall be entitled, without any further prior written notice, to realise the Pledged Assets in any manner permitted by Luxembourg law and in particular, but without limitation:

(a) appropriate or have appropriated by a third party designated by the Pledgee the then issued Shares at their nominal value or their fair market value, as determined by an independant *réviseur d’entreprise* (external auditor) designated by the Pledgee acting reasonably in good faith and whose determinations and valuations shall be binding (save in case of manifest error), where the market value is lower than the nominal value; and/or

(b) sell the Shares or have the Shares sold in a private transaction at arms' length terms (*conditions commerciales normales*); and/or

(c) sell the Shares by public auction (*vente publique*) ; and/or

(d) request the courts that title to the Shares be assigned and/or transferred to the Pledgee or such other person as the Pledgee may designate; and/or

(e) act generally in relation to the Shares and the other Pledged Assets in such manner as the Pledgee acting reasonably shall determine and as shall be permitted by law.

After the realisation of the Pledged Assets, the proceeds shall be applied in accordance with the provisions of Section 9.02 of the Loan Agreement.

11.2 The Pledgee, after appropriation of the Shares pursuant to Clause 11.1(a) shall within a reasonable period of time either:

(a) sell the Shares on arm's length conditions and shall, on a reasonable effort's basis only, endeavour to obtain the highest possible price for the Shares in any manner and at any conditions it may reasonably deem to be most appropriate and shall in no circumstances be accountable or liable towards the Pledgor in respect thereof; or

(b) sell or cause the assets of the Company (the ***Assets***) to be sold or liquidated on arm's length conditions and shall, on a reasonable effort's basis only, endeavour to obtain the highest possible price for the Assets, and shall dissolve and liquidate the Company, in any manner and at any conditions it may reasonably deem to be most appropriate and shall in no circumstances be accountable or liable towards the Pledgor in respect thereof.

11.3 The Pledgee shall be entitled to apply the proceeds of the enforcement of the security interest in paying the costs of that sale or disposal or towards the discharge of the Secured Obligations, provided however that any amounts received by the Pledgee as a consequence of the enforcement of the Pledge , as well as any other amounts received by the Pledgee pursuant to any of the provisions of this Agreement shall always (to the extent applicable) be applied in full compliance with the provisions set out in Section 9.02 of the Loan Agreement. Following the application of the proceeds as aforesaid, any surplus shall be promptly paid to the Pledgor.

11.4 All amounts expressed herein to be for the Pledgor's account but paid by the Pledgee and any amounts for which the Pledgor has undertaken to indemnify or reimburse the Pledgee, shall be payable by the Pledgor to the Pledgee on first demand.

11.5 The determination by the Pledgee that any event referred to in Clause 11.1 has actually occurred shall be binding upon the parties hereto unless and until the Pledgor and the Pledgee shall have agreed otherwise or a court order, deciding on the merits, shall have decided otherwise.

12. DISCHARGE OF THE PLEDGE

12.1 The Pledge shall be discharged by, and only by, the express release thereof granted by the Pledgee in writing.

12.2 The Pledgee shall grant an express release of the Pledge, without delay upon demand of the Pledgor, as soon as the Termination Date has occurred. The Pledgee shall instruct any manager of the Company or any third party to record the release of the Pledge in the Register. Forthwith upon such release being granted, the Pledgee shall return to the Pledgor any Pledged Assets in its possession and such Pledgor shall take delivery thereof.

12.3 For the avoidance of doubt, the parties hereby agree that the Pledge shall secure the Secured Obligations due, owed or incurred to the Pledgee if any payment received by the Pledgee and applied towards satisfaction of all or part of the Secured Obligations (a) is avoided or declared invalid as against the creditors of the maker of such payment, or (b) becomes repayable by the Pledgee to a third party, or (c) proves not to have been effectively received by the Pledgee.

13. POWER OF ATTORNEY

13.1 The Pledgor irrevocably appoints the Pledgee to be its attorney and to execute, deliver and perfect in its name and on its behalf all documents (including any share transfer forms and other instruments of transfer) and do all things that the Pledgee may consider to be requisite for (a) carrying out any obligation imposed on the Pledgor under this Agreement or (b) exercising any of the rights conferred on the Pledgor or the Secured Parties by this Agreement or by law, it being understood that the enforcement of the Pledge must be carried out as described in Clause 11.

13.2 The Company irrevocably appoints the Pledgee to be its attorney and to make in its name and on its behalf all filings and publications in the Luxembourg Trade and Companies Register required to give effect to the exercise by the Pledgee of its rights under this Agreement including, in particular, any filings with the Luxembourg Trade and Companies Register.

13.3 The Pledgor and the Company shall ratify and confirm all things done and all documents executed by the Pledgee in the exercise of the powers of attorney granted under this Clause.

14. LIABILITIES

The Pledgee shall not be liable for any acts or omissions, except in case of its gross negligence (*faute grave*) or wilful misconduct (*faute intentionnelle*). The Pledgee shall not be under any obligation to take any steps necessary to preserve any rights in the Shares and the Pledged Assets against any other parties but may do so at its option, and all costs, charges, expenses, duties and fees incurred in connection therewith shall be for the account of the Pledgor and shall be part of the Secured Obligations.

15. EXPENSES

All costs,expenses, fees and duties (including registration duties) properly incurred in connection with this Agreement, in particular with the creation, perfection and enforcement of the Pledge and the granting of any release of the Pledge, shall be borne by the Pledgor.

16. EVIDENCE OF SECURED OBLIGATIONS

A certificate issued by the Pledgee as to the amount and the terms and conditions of the Secured Obligations shall be binding upon the parties hereto, save to the extent of contrary evidence if any.

17. NOTICES

All notices or other communications under or in connection with this Agreement shall be given in writing, by fax, or by registered letter. In case of notices by fax, the transmission report shall constitute conclusive evidence of dispatch of the notification by the Pledgee to the Pledgor and of the contents of such notification.

All notices from the Pledgee to the Pledgor shall be validly made to the last known address of the Pledgor.

A notice given in accordance with the above but received on a day that is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

The addresses of each party to this Agreement for all notices under or in connection with this Agreement are:

In relation to the Pledgor:

LUXLAS FUND LIMITED PARTNERSHIP

c/o Clement Pappas and Company, Inc.

1 Collins Drive, Suite 200

Carneys Point, NJ 08069-3600

Attention: Chief Financial Officer

Fax : (856) 455-2552

with a copy to:

Lassonde Industries Inc.

755 Principale Street

Rougemont, QC J0L 1M0

Attention: Guy Blanchette, Vice President and CFO

Fax: (450) 469-1366

In relation to the Pledgee:

JEFFERIES FINANCE LLC

520 Madison Avenue

19th Foor

New York, New York 10022

Attention: Account Officer-Clement Pappas

Fax: +1 212 284-3444

In relation to the Company

LASSONDE LUXEMBOURG

16, avenue Pasteur

L-2310 Luxembourg

Grand Duchy of Luxembourg

Attention: Mr. Patrick Moinet

Fax: +352 44 17 53

Tel: +352 44 09 29

Email: pmoinet@lassonde.lu

or any other address notified by a party to this Agreement for this purpose to the other parties to this Agreement by not less than five Business Days' prior notice.

The notice periods mentioned in this Agreement start to run up from the dispatch of the notification.

18. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions hereof shall not affect the validity, legality or enforceability of this Agreement or of any other provision hereof.

19. WAIVER

No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any right or remedy shall operate as a waiver, nor shall any single or partial exercise by the Pledgee of any right or remedy prevent any further or other exercise of such right or the exercise by the Pledgee of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

The Pledgor waives its claims against the Company and the benefit of articles 1251, 1285, 2021, 2022, 2026, 2028, 2029, 2033, 2036 and 2037 of the Luxembourg Civil Code, to the extent applicable.

20. TRANSFERABILITY

20.1 This Agreement shall be binding upon and shall inure to the benefit of the Pledgor and the Pledgee and their respective successors and permitted assigns and references in this Agreement to any of them shall be construed accordingly.

20.2 The Pledgor shall not be entitled to assign and transfer any of its rights and obligations under this Agreement without the prior written consent of the Pledgee.

20.3 The rights and obligations of the Pledgee hereunder shall automatically and without any further action being necessary be transferred to any new agent and/or trustee appointed in relation to all or part of the Secured Obligations (each, a ***New Beneficiary***). In case more than one New Beneficiary is appointed in relation to all or part of the Secured Obligations each New Beneficiary shall automatically and without any further action being necessary be entitled to exercise the rights granted hereby in relation to the part of the Secured Obligations in respect of which it has been appointed.

21. NOVATION

In case of novation of any of the Secured Obligations, the Pledge is reserved and shall remain in existence to the benefit of any successors of the Pledgee.

22. COUNTERPARTS

This Agreement may be executed in any number of separate counterparts by each of the parties hereto, each of which when executed and delivered shall constitute an original, all such counterparts together constituting but one and the same agreement and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

23. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Luxembourg.

24. JURISDICTION

Any disputes in connection with this Agreement shall be subject to the jurisdiction of the courts of Luxembourg, Grand Duchy of Luxembourg, without prejudice to the rights of the Pledgee to take legal action before any other court of competent jurisdiction.

This Agreement has been executed in three (3) originals on the day and year first before written and each party acknowledges receipt of one signed original.

LUXLAS FUND LIMITED PARTNERSHIP

ACTING THROUGH AND REPRESENTED BY ITS GENERAL PARTNER, 7925271 CANADA INC

as Pledgor

By:

_____

Name:

Title:

JEFFERIES FINANCE LLC

ACTING AS THE COLLATERAL AGENT FOR THE SECURED PARTIES

as Pledgee

By:

_____

Name:

Title:

LASSONDE LUXEMBOURG

as Company

By:

_____

Name:

Title:

EXHIBIT K-6

FORM OF
BLOCKED ACCOUNT AGREEMENT

(To be Provided Separately)

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement (this "Agreement") is entered into as of August __, 2011, by and Lassonde Luxembourg, a Luxembourg *société à responsabilité limitée* (private limited liability company) with a share capital of USD 2,109,090.-, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register ("Company"), Jefferies Finance LLC, as collateral agent (the "Secured Party"), and Fifth Third Bank, an Ohio banking corporation ("Depository Bank"), with reference to the following facts among Lassonde Luxembourg ("Company"), Jefferies Finance, LLC, (the "Secured Party"), and Fifth Third Bank, an Ohio banking corporation ("Depository Bank"), with reference to the following facts:

A. Company maintains the deposit account(s) listed in Exhibit A attached hereto (each such account, a "Deposit Account"; collectively, the "Deposit Accounts") at Depository Bank. .

B. Company and Secured Party, and certain other financial institutions (the "Lenders") have entered or are about to enter into a Term Loan Agreement and certain other financing documents executed in connection therewith, each dated as of August __, 2011 (collectively, the "Loan Documents").

C. Secured Party, Company and Depository Bank have agreed to enter into this Agreement grant and to acknowledge Secured Party's security interest in the Deposit Account(s) and to provide for the control of the Deposit Account(s) by Secured Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants, contained herein the parties hereto mutually agree as follows.

1. **Deposit Agreements.** The terms and conditions of this Agreement are in addition to any deposit account agreements and other related agreements that Company has with Depository Bank, including without limitation all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the Deposit Account(s), signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the "Deposit Agreements"). The provisions of this Agreement shall supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items received at Lockboxes and deposited into the Deposit Account(s) shall be processed daily according to the provisions of the Deposit Agreements, as amended by this Agreement.

2. **Security Interest.** Company has granted to Secured Party a security interest in the Deposit Account(s) listed on **Exhibit A** hereto, as such term is defined in the Ohio Revised Code, with Depository Bank, and in all credits or proceeds thereto and all monies, checks and other instruments held or deposited therein, all of which, shall be and hereby are included in this definition of the "Deposit Account(s)" for purposes of this Agreement. Company represents and warrants that there are no perfected liens or encumbrances with respect to the Deposit Account(s) and covenants with Secured Party that it shall not enter into any acknowledgment or agreement that gives any other person or entity except Secured Party control over, or any other security interest, lien or title in, the Deposit Account(s).

3. **Control.** In order to provide Secured Party with control over the Deposit Account(s), Company agrees that Depository Bank shall comply with any and all orders, notices, requests and other instructions originated by Secured Party directing disposition of the funds in the Deposit Account(s) without any further consent from Company, even if such instructions are contrary to any of Company's instructions or demands or result in Depository Bank dishonoring items which may be presented for payment.

4. **Access to Deposit Account(s)**

The Deposit Account(s) shall be under the sole dominion and control of Secured Party. Neither Company, nor any other person or entity, acting through or under Company, shall have any control over the use of, or any right to withdraw any amount from, the Deposit Account(s). Depository Bank is hereby authorized and instructed to transfer all available funds (subject to Depository Bank's funds availability policy) in the Deposit Account(s) to such account and at such times as Secured Party may direct in writing to Depository Bank. Until further notice, Depository Bank shall transfer available funds daily to the following account:

Luxlas Fund Limited Partnership
Fifth Third Bank
Account Number: XXXXXX7163

Company agrees that Depository Bank shall provide Secured Party access to all Deposit Account(s) activity by mailing to Secured Party at least once a month (or more times per month upon Secured Party's request and at Secured Party's cost) copies of all Deposit Account(s) statements.

5. **Subordination by Depository Bank.** Company and Depository Bank acknowledge notice of and recognize Secured Party's continuing security interest in the Deposit Account(s) and in all items deposited in the Deposit Account(s) and in the proceeds thereof. Depository Bank hereby subordinates any statutory or contractual right or claim of offset or lien resulting from any transaction which involves the Deposit Account(s). Notwithstanding the preceding sentence, Secured Party hereby acknowledges and agrees that nothing herein subordinates or waives, and that Depository Bank expressly reserves,

all of Depository Bank's present and future rights (whether described as rights of setoff, banker's lien, security interest, chargeback or otherwise, and whether available to Depository Bank under applicable law or under any other agreement between Depository Bank and Company concerning the Deposit Account(s), or otherwise) with respect to: (a) items deposited to the Deposit Account(s) and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of return of any such items or the occurrence or timeliness of any drawee's notice of non-payment of such items; (b) automatic clearing house or other electronic entries credited to the Deposit Account(s) and later reversed, whether for insufficient funds or for any other reason, and without regard to the timeliness of such entries' reversal; (c) chargebacks to the Deposit Account(s) of credit card transactions; (d) erroneous entries or amounts of any required adjustments due to clerical errors or calculation errors directly related to the Deposit Account(s); (e) overdrafts on the Deposit Account(s); (f) claims of breach of the transfer or presentment warranties made to Depository Bank pursuant to the Uniform Commercial Code in connection with items deposited to the Deposit Account(s) (all of the foregoing clauses (a) - (f) referred to, collectively, as "Returned Items"); and (g) Depository Bank's usual and customary charges for services rendered in connection with the Deposit Account(s) ("Bank Charges"). If there are insufficient funds in the Deposit Account(s) or any of Company's other accounts to cover any Bank Charges or Returned Items, Company agrees to immediately reimburse Depository Bank for the amount of such shortfall.

6. Indemnity. Company agrees to defend, indemnify and hold Depository Bank and its directors, officers, employees, attorneys, agents, successors and assigns (collectively, for purposes of the indemnity provided herein, "Depository Bank Indemnified Parties" and, individually, a "Depository Bank Indemnified Party") harmless from and against any and all claims, losses, liabilities, costs, actual damages and expenses, including, without limitation, any and all court costs and reasonable legal and accounting fees and disbursements (collectively "Claims"), arising out of or in any way related to this Agreement or any action taken or not taken pursuant hereto (including, without limitation, Claims arising out of such Depository Bank Indemnified Party's compliance with Secured Party's instructions hereunder), excepting only liability arising out of the gross negligence, bad faith or willful misconduct of such Depository Bank Indemnified Party. Company acknowledges and agrees that no Depository Bank Indemnified Party shall have any liability to Company for any loss or damage that Company may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, including, without limitation, Claims arising out of Depository Bank's compliance with Secured Party's instructions hereunder. Without regard to Company's indemnification obligations to the Depository Bank Indemnified Parties, Secured Party agrees to: (i) after the compliance by Depository Bank with Secured Party's written instructions in accordance with Section 4, reimburse Depository Bank for any Bank Charges or Returned Items (the proceeds of which were received by Secured Party) and (ii) defend, indemnify and hold all Depository Bank Indemnified Parties harmless from and against any and all Claims arising out of or in any way related to such Depository Bank Indemnified Party's compliance with Secured Party's instructions, excepting only liability arising out of the

gross negligence, bad faith or willful misconduct of such Depository Bank Indemnified Party. Secured Party's obligations to Depository Bank and Depository Bank Indemnified Parties hereunder shall in no way operate to release Company from its obligations to Secured Party, Depository Bank, and/or any Depository Bank Indemnified Party, as applicable, and shall not impair any rights or remedies of Secured Party, Depository Bank, and/or any Depository Bank Indemnified Party, as applicable, to collect any such amounts from Company. Company and Secured Party shall jointly and severally pay to Depository Bank, upon receipt of Depository Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Depository Bank in connection with the enforcement of this Agreement and any instrument or agreement required hereunder, including but not limited to any such costs, expenses and fees arising out of the resolution of any conflict, dispute, motion regarding entitlement to rights or rights of action, or other action to enforce Depository Bank's rights in any proceeding under any statute relating to bankruptcy, insolvency, debt reorganization or liquidation, or creditors arrangements. Company agrees to pay Depository Bank, upon receipt of Depository Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Depository Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder). IN NO EVENT WILL DEPOSITORY BANK NOR ANY DEPOSITORY BANK INDEMNIFIED PARTY BE LIABLE FOR ANY INDIRECT DAMAGES, LOST PROFITS, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF DEPOSITORY BANK, OR SUCH DEPOSITORY BANK INDEMNIFIED PARTY, HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Depository Bank's Responsibility. The duties of Depository Bank are strictly limited to those expressly set forth in this Agreement and no duties shall be implied. Depository Bank is not acting as a fiduciary for any party hereto. Depository Bank shall be protected in relying on any form of instruction or other notice purporting to be from Secured Party which Depository Bank in good faith, believes to be genuine and what it purports to be. Depository Bank shall have no duty to inquire as to the genuineness, validity, or enforceability of any such instruction or notice even if Company notifies Depository Bank that Secured Party is not legally entitled to originate any such instruction or notice. Depository Bank shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. The Deposit Account(s) and all actions and undertakings by Depository Bank shall be subject to all rules and regulations relating to the Deposit Account(s) and to applicable law.

8. Termination. This Agreement may be terminated unilaterally by Depository Bank for any reason, in its sole discretion, upon thirty (30) days prior written notice to all parties; provided, however, that Depository Bank may terminate this Agreement immediately without prior notice to Secured Party in the event Secured Party fails to make payments to Depository Bank in accordance with Section 6 above. Upon termination by Depository Bank as described above, any available funds remaining in the Deposit Account(s) upon termination or deposited in thereafter, after deduction for any amounts otherwise

reimbursable to Depository Bank or provided hereunder, shall be transferred in accordance with the provisions of Section 4 above**.** This Agreement may be terminated by Secured Party by written notice of termination in substantially the form attached hereto as **Exhibit C ("Notice of Termination")**, sent to Depository Bank in which Secured Party releases Depository Bank from any further obligation to comply with instructions originated by Secured Party with respect to the Deposit Account(s). Immediately upon receipt by Depository Bank of such Notice of Termination, the obligations of Depository Bank hereunder with respect to the operation and maintenance of the Deposit Account(s) shall terminate, Secured Party shall have no further right to originate instructions concerning the Deposit Account(s) and any previous Notice of Exclusive Control delivered by Secured Party shall be deemed to be of no further force or effect. Termination shall not affect the rights and obligations of any party hereto with respect to any period prior to such termination.

9. Legal Process and Insolvency. In the event Depository Bank receives any form of legal process concerning any Deposit Account, including, without limitation, court orders, levies, garnishments, attachments, and writs of execution, or in the event Depository Bank learns of any insolvency proceeding concerning Company, including, without limitation, bankruptcy, receivership, debt reorganization, liquidation or assignment for the benefit of creditors, Depository Bank will respond to such legal process or knowledge of insolvency in the normal course or as required by applicable law.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that Ohio is the "bank's jurisdiction" for purposes of the Uniform Commercial Code. The parties hereto agree and consent to the exclusive jurisdiction of the federal and state courts having a *situs* in Hamilton County, Ohio, for any actions arising out of this Agreement. Each of Company and Secured Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each of Company and Secured Party hereby irrevocably consents to the service of any and all process in such action or proceeding by delivery of such process to such party at its address provided in accordance with Section 11.

11. Notices. Except as otherwise provided in this Agreement, all notices and other communications required or permitted to be given to a party under this Agreement shall be in writing and may be delivered personally or sent by United States Mail (only if registered or certified, with return receipt requested) or overnight courier or by facsimile, and shall be deemed given when delivered in person or received by facsimile or three (3) days after deposit in the United States Mail or one (1) day after deposit with such courier at the address specified below. As noted in the Exhibits hereto, notification to Depository Bank shall be to the named email address indicated therein. Any party may change its address for notices hereunder by notice to all other parties given in accordance with this Section 11.

Company:	Lassonde Luxembourg 16 Avenue Pasteur L-2310 Luxembourg M. Patrick Moinet Phone No.: +352 44 09 29 Facsimile No.: +352 44 17 53 E-mail: pmoinet@lassonde.lu
Secured Party:	Jefferies Finance, LLC 520 Madison Avenue 19th Floor New York, NY 10022 Attention: Paul McDonnell Phone No.: 212-284-2247 Facsimile No.: 212-284-3444 E-mail: pmcdonnell@jefferies.com
Depository Bank:	**Commercialsupport@53.com**

12. Miscellaneous. This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement may be amended only with the prior written consent of all parties hereto. None of the terms of this Agreement may be waived except as Depository Bank may consent thereto in writing. No delay on the part of Depository Bank in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Depository Bank would otherwise have.

13. No Agency. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between Depository Bank and Company or Secured Party. Company and Secured Party agree that nothing contained in this Agreement, nor any course of dealing among the parties hereto, shall constitute a commitment or other obligation on the part of Depository Bank to extend credit to Company or Secured Party.

14. Counterparts. This Agreement may be executed by facsimile or PDF in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

15. Jury Trial Waiver. COMPANY, SECURED PARTY AND DEPOSITORY BANK HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY JUDICIAL

PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURE PAGE
DEPOSIT ACCOUNT CONTROL AGREEMENT

Company: Lassonde Luxembourg

_____

By: _____
Name: _____
Title: _____

Secured Party: Jefferies Finance, LLC

_____

By: _____
Name: _____
Title: _____

THIS AGREEMENT IS NOT EFFECTIVE UNTIL AND UNLESS ACCEPTED BY FIFTH THIRD BANK REVIEW, CONTROL AND SUPPORT

ACCEPTED:

Depository Bank:

FIFTH THIRD BANK
REVIEW, CONTROL AND SUPPORT

By: _____
Name: _____
Title: _____

EXHIBIT A: LIST OF DEPOSIT ACCOUNT(S)/LOCKBOXES

Name of Account(s):	Deposit Account Number(s):
Lassonde Luxembourg	XXXXXX7106

EXHIBIT B: NOTICE OF TERMINATION

ACCOUNT CONTROL AGREEMENT
NOTICE OF TERMINATION

Fifth Third Bank
CommercialSupport@53.com
(subject line must read "Notice of Termination")
DA78708962

Re: Account Control Agreement ("Agreement") by and among Lassonde Luxembourg ("Company"), Jefferies Finance, LLC ("Secured Party"), and Fifth Third Bank ("Depository Bank"), dated _____ affecting Account Number(s) XXXXXX7106 (the "Deposit Account").

Date: _____ __, 20__

To Whom It May Concern:

This letter serves as notice to Depository Bank in accordance with Section 8 of the Agreement that Secured Party is hereby permanently releasing its control over the Deposit Account(s) and releases Depository Bank from any further obligation to comply with instructions originated by Secured Party with respect to the Deposit Account(s). The Agreement is hereby permanently terminated.

Please contact us at _____ (phone number) immediately with any questions.

_____

_____
Name and Title

_____
Secured Party

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement (this "Agreement") is entered into as of August __, 2011, by and among Luxlas Fund Limited Partnership, a Quebec limited partnership ("Company"), Jefferies Finance LLC, as collateral agent (the "Secured Party"), and Fifth Third Bank, an Ohio banking corporation ("Depository Bank"), with reference to the following facts:

A. Company maintains the deposit account(s) listed in Exhibit A attached hereto (each such account, a "Deposit Account"; collectively, the "Deposit Accounts") at Depository Bank.

B. Company and Secured Party, and certain other financial institutions (the "Lenders") have entered or are about to enter into a Term Loan Agreement and certain other financing documents executed in connection therewith, each dated as of August __, 2011 (collectively, the "Loan Documents").

C. Secured Party, Company and Depository Bank have agreed to enter into this Agreement grant and to acknowledge Secured Party's security interest in the Deposit Account(s) and to provide for the control of the Deposit Account(s) by Secured Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants, contained herein the parties hereto mutually agree as follows.

1. **Deposit Agreements.** The terms and conditions of this Agreement are in addition to any deposit account agreements and other related agreements that Company has with Depository Bank, including without limitation all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the Deposit Account(s), signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the "Deposit Agreements"). The provisions of this Agreement shall supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items received at Lockboxes and deposited into the Deposit Account(s) shall be processed daily according to the provisions of the Deposit Agreements, as amended by this Agreement.

2. **Security Interest.** Company has granted to Secured Party a security interest in the Deposit Account(s) listed on **Exhibit A** hereto, as such term is defined in the Ohio Revised Code, with Depository Bank, and in all credits or proceeds thereto and all monies, checks and other instruments held or deposited therein, all of which, shall be and

hereby are included in this definition of the "Deposit Account(s)" for purposes of this Agreement. Company represents and warrants that there are no perfected liens or encumbrances with respect to the Deposit Account(s) and covenants with Secured Party that it shall not enter into any acknowledgment or agreement that gives any other person or entity except Secured Party control over, or any other security interest, lien or title in, the Deposit Account(s).

3. Control. In order to provide Secured Party with control over the Deposit Account(s), Company agrees that Depository Bank shall comply with any and all orders, notices, requests and other instructions originated by Secured Party directing disposition of the funds in the Deposit Account(s) without any further consent from Company, even if such instructions are contrary to any of Company's instructions or demands or result in Depository Bank dishonoring items which may be presented for payment.

4. Access to Deposit Account(s)

The Deposit Account(s) shall be under the sole dominion and control of Secured Party. Neither Company, nor any other person or entity, acting through or under Company, shall have any control over the use of, or any right to withdraw any amount from, the Deposit Account(s). Depository Bank is hereby authorized and instructed to transfer all available funds (subject to Depository Bank's funds availability policy) in the Deposit Account(s) to such account and at such times as Secured Party may direct in writing to Depository Bank. Until further notice, Depository Bank shall wire transfer available funds daily to the following account of Secured Party:

Deutsche Bank Trust Company Americas
ABA Number: 021001033
Account Number: 99907998
Reference: For the benefit of Jefferies Finance, LLC/Luxlas

Company agrees that Depository Bank shall provide Secured Party access to all Deposit Account(s) activity by mailing to Secured Party at least once a month (or more times per month upon Secured Party's request and at Secured Party's cost) copies of all Deposit Account(s) statements.

5. Subordination by Depository Bank. Company and Depository Bank acknowledge notice of and recognize Secured Party's continuing security interest in the Deposit Account(s) and in all items deposited in the Deposit Account(s) and in the proceeds thereof. Depository Bank hereby subordinates any statutory or contractual right or claim of offset or lien resulting from any transaction which involves the Deposit Account(s). Notwithstanding the preceding sentence, Secured Party hereby acknowledges and agrees that nothing herein subordinates or waives, and that Depository Bank expressly reserves, all of Depository Bank's present and future rights (whether described as rights of setoff, banker's lien, security interest, chargeback or otherwise, and whether available to Depository Bank under applicable law or under any other agreement between Depository Bank and Company concerning the Deposit Account(s), or otherwise) with respect to:

(a) items deposited to the Deposit Account(s) and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of return of any such items or the occurrence or timeliness of any drawee's notice of non-payment of such items; (b) automatic clearing house or other electronic entries credited to the Deposit Account(s) and later reversed, whether for insufficient funds or for any other reason, and without regard to the timeliness of such entries' reversal; (c) chargebacks to the Deposit Account(s) of credit card transactions; (d) erroneous entries or amounts of any required adjustments due to clerical errors or calculation errors directly related to the Deposit Account(s); (e) overdrafts on the Deposit Account(s); (f) claims of breach of the transfer or presentment warranties made to Depository Bank pursuant to the Uniform Commercial Code in connection with items deposited to the Deposit Account(s) (all of the foregoing clauses (a) - (f) referred to, collectively, as "Returned Items"); and (g) Depository Bank's usual and customary charges for services rendered in connection with the Deposit Account(s) ("Bank Charges"). If there are insufficient funds in the Deposit Account(s) or any of Company's other accounts to cover any Bank Charges or Returned Items, Company agrees to immediately reimburse Depository Bank for the amount of such shortfall.

6. Indemnity. Company agrees to defend, indemnify and hold Depository Bank and its directors, officers, employees, attorneys, agents, successors and assigns (collectively, for purposes of the indemnity provided herein, "Depository Bank Indemnified Parties" and, individually, a "Depository Bank Indemnified Party") harmless from and against any and all claims, losses, liabilities, costs, actual damages and expenses, including, without limitation, any and all court costs and reasonable legal and accounting fees and disbursements (collectively "Claims"), arising out of or in any way related to this Agreement or any action taken or not taken pursuant hereto (including, without limitation, Claims arising out of such Depository Bank Indemnified Party's compliance with Secured Party's instructions hereunder), excepting only liability arising out of the gross negligence, bad faith or willful misconduct of such Depository Bank Indemnified Party. Company acknowledges and agrees that no Depository Bank Indemnified Party shall have any liability to Company for any loss or damage that Company may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, including, without limitation, Claims arising out of Depository Bank's compliance with Secured Party's instructions hereunder. Without regard to Company's indemnification obligations to the Depository Bank Indemnified Parties, Secured Party agrees to: (i) after the compliance by Depository Bank with Secured Party's written instructions in accordance with Section 4, reimburse Depository Bank for any Bank Charges or Returned Items (the proceeds of which were received by Secured Party) and (ii) defend, indemnify and hold all Depository Bank Indemnified Parties harmless from and against any and all Claims arising out of or in any way related to such Depository Bank Indemnified Party's compliance with Secured Party's instructions, excepting only liability arising out of the gross negligence, bad faith or willful misconduct of such Depository Bank Indemnified Party. Secured Party's obligations to Depository Bank and Depository Bank Indemnified Parties hereunder shall in no way operate to release Company from its obligations to Secured Party, Depository Bank, and/or any Depository Bank Indemnified Party, as

applicable, and shall not impair any rights or remedies of Secured Party, Depository Bank, and/or any Depository Bank Indemnified Party, as applicable, to collect any such amounts from Company. Company and Secured Party shall jointly and severally pay to Depository Bank, upon receipt of Depository Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Depository Bank in connection with the enforcement of this Agreement and any instrument or agreement required hereunder, including but not limited to any such costs, expenses and fees arising out of the resolution of any conflict, dispute, motion regarding entitlement to rights or rights of action, or other action to enforce Depository Bank's rights in any proceeding under any statute relating to bankruptcy, insolvency, debt reorganization or liquidation, or creditors arrangements. Company agrees to pay Depository Bank, upon receipt of Depository Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Depository Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder). IN NO EVENT WILL DEPOSITORY BANK NOR ANY DEPOSITORY BANK INDEMNIFIED PARTY BE LIABLE FOR ANY INDIRECT DAMAGES, LOST PROFITS, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF DEPOSITORY BANK, OR SUCH DEPOSITORY BANK INDEMNIFIED PARTY, HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Depository Bank's Responsibility. The duties of Depository Bank are strictly limited to those expressly set forth in this Agreement and no duties shall be implied. Depository Bank is not acting as a fiduciary for any party hereto. Depository Bank shall be protected in relying on any form of instruction or other notice purporting to be from Secured Party which Depository Bank in good faith, believes to be genuine and what it purports to be. Depository Bank shall have no duty to inquire as to the genuineness, validity, or enforceability of any such instruction or notice even if Company notifies Depository Bank that Secured Party is not legally entitled to originate any such instruction or notice. Depository Bank shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. The Deposit Account(s) and all actions and undertakings by Depository Bank shall be subject to all rules and regulations relating to the Deposit Account(s) and to applicable law.

8. Termination. This Agreement may be terminated unilaterally by Depository Bank for any reason, in its sole discretion, upon thirty (30) days prior written notice to all parties; provided, however, that Depository Bank may terminate this Agreement immediately without prior notice to Secured Party in the event Secured Party fails to make payments to Depository Bank in accordance with Section 6 above. Upon termination by Depository Bank as described above, any available funds remaining in the Deposit Account(s) upon termination or deposited in thereafter, after deduction for any amounts otherwise reimbursable to Depository Bank or provided hereunder, shall be transferred in accordance with the provisions of Section 4 above**.** This Agreement may be terminated by Secured Party by written notice of termination in substantially the form attached hereto as **Exhibit C ("Notice of Termination")**, sent to Depository Bank in which

Secured Party releases Depository Bank from any further obligation to comply with instructions originated by Secured Party with respect to the Deposit Account(s). Immediately upon receipt by Depository Bank of such Notice of Termination, the obligations of Depository Bank hereunder with respect to the operation and maintenance of the Deposit Account(s) shall terminate, Secured Party shall have no further right to originate instructions concerning the Deposit Account(s) and any previous Notice of Exclusive Control delivered by Secured Party shall be deemed to be of no further force or effect. Termination shall not affect the rights and obligations of any party hereto with respect to any period prior to such termination.

9. Legal Process and Insolvency. In the event Depository Bank receives any form of legal process concerning any Deposit Account, including, without limitation, court orders, levies, garnishments, attachments, and writs of execution, or in the event Depository Bank learns of any insolvency proceeding concerning Company, including, without limitation, bankruptcy, receivership, debt reorganization, liquidation or assignment for the benefit of creditors, Depository Bank will respond to such legal process or knowledge of insolvency in the normal course or as required by applicable law.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that Ohio is the "bank's jurisdiction" for purposes of the Uniform Commercial Code. The parties hereto agree and consent to the exclusive jurisdiction of the federal and state courts having a *situs* in Hamilton County, Ohio, for any actions arising out of this Agreement. Each of Company and Secured Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each of Company and Secured Party hereby irrevocably consents to the service of any and all process in such action or proceeding by delivery of such process to such party at its address provided in accordance with Section 11.

11. Notices. Except as otherwise provided in this Agreement, all notices and other communications required or permitted to be given to a party under this Agreement shall be in writing and may be delivered personally or sent by United States Mail (only if registered or certified, with return receipt requested) or overnight courier or by facsimile, and shall be deemed given when delivered in person or received by facsimile or three (3) days after deposit in the United States Mail or one (1) day after deposit with such courier at the address specified below. As noted in the Exhibits hereto, notification to Depository Bank shall be to the named email address indicated therein. Any party may change its address for notices hereunder by notice to all other parties given in accordance with this Section 11.

Company: Luxlas Fund Limited Partnership
755 Rue Principale
Rougemont (Quebec) Canada
J0L 1M0
Mrs. Caroline Lemoine

Tel :(514)878-1057
caroline.lemoine@lassonde.com
Fax :(450)469-1366

Secured Party: Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Paul McDonnell
Phone No.: 212-284-2247
Facsimile No.: 212-284-3444
E-mail: pmcdonnell@jefferies.com

Depository Bank: **Commercialsupport@53.com**

12. Miscellaneous. This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement may be amended only with the prior written consent of all parties hereto. None of the terms of this Agreement may be waived except as Depository Bank may consent thereto in writing. No delay on the part of Depository Bank in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Depository Bank would otherwise have.

13. No Agency. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between Depository Bank and Company or Secured Party. Company and Secured Party agree that nothing contained in this Agreement, nor any course of dealing among the parties hereto, shall constitute a commitment or other obligation on the part of Depository Bank to extend credit to Company or Secured Party.

14. Counterparts. This Agreement may be executed by facsimile or PDF in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

15. Jury Trial Waiver. COMPANY, SECURED PARTY AND DEPOSITORY BANK HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURE PAGE
DEPOSIT ACCOUNT CONTROL AGREEMENT

Company: Luxlas Fund Limited Partnership

By: 7925271 Canada Inc.
Its: General Partner

By: _____
Name: Pierre-Paul Lassonde
Title: President

Secured Party: Jefferies Finance, LLC

_____

By: _____
Name: _____
Title: _____

THIS AGREEMENT IS NOT EFFECTIVE UNTIL AND UNLESS ACCEPTED BY FIFTH THIRD BANK REVIEW, CONTROL AND SUPPORT

ACCEPTED:

Depository Bank:

FIFTH THIRD BANK
REVIEW, CONTROL AND SUPPORT

By: _____
Name: _____
Title: _____

EXHIBIT A: LIST OF DEPOSIT ACCOUNT(S)/LOCKBOXES

Name of Account(s):	Deposit Account Number(s):
Luxlas Fund Limited Partnership	XXXXXX7163

EXHIBIT B: NOTICE OF TERMINATION

ACCOUNT CONTROL AGREEMENT
NOTICE OF TERMINATION

Fifth Third Bank
CommercialSupport@53.com
(subject line must read "Notice of Termination")
DA78708961

Re: Account Control Agreement ("Agreement") by and among Luxlas Fund Limited Partnership ("Company"), Jefferies Finance, LLC ("Secured Party"), and Fifth Third Bank ("Depository Bank"), dated _____ affecting Account Number(s) XXXXXX7163 (the "Deposit Account").

Date: _____ __, 20__

To Whom It May Concern:

This letter serves as notice to Depository Bank in accordance with Section 8 of the Agreement that Secured Party is hereby permanently releasing its control over the Deposit Account(s) and releases Depository Bank from any further obligation to comply with instructions originated by Secured Party with respect to the Deposit Account(s). The Agreement is hereby permanently terminated.

Please contact us at _____ (phone number) immediately with any questions.

_____

_____
Name and Title

_____
Secured Party

EXHIBIT L

FORM OF NON-BANK CERTIFICATE

Reference is made to the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Capitalized terms used herein that are not defined herein shall the meanings ascribed to them in the Term Loan Agreement.

The undersigned is providing this certificate pursuant to Section 2.15(e) of the Term Loan Agreement and hereby certifies that:

15. The undersigned is the sole record and beneficial owner of the loans or the obligations evidenced by the Note(s) in respect of which it is providing this certificate.

16. The undersigned is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"). In this regard, the undersigned further represents and warrants that:

(a) the undersigned is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the undersigned has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any governmental authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

17. The undersigned is not a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

18. The undersigned is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

[NAME OF LENDER]

By: _____
Name:
Title:

[ADDRESS]

Dated:_____, 20___

EXHIBIT M

FORM OF
SOLVENCY CERTIFICATE

The undersigned, [_____], Chief Financial Officer of Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), solely in his or her capacity as Chief Financial Officer of the Borrower and not in an individual capacity, does hereby certify pursuant to clause (h) of Article IV of that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in the Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders, as follows:

Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date, including all advances and other credit extensions made on such date other than under the Loan Documents, and immediately following the making of each Loan and after giving effect to the application of the proceeds of each Loan on the Closing Date:

(a) The fair value of the Property of the CP Guarantors, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise;

(b) The present fair saleable value of the Property of the CP Guarantors, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(c) The CP Guarantors, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(d) The CP Guarantors, taken as a whole, will not have unreasonably small capital with which to conduct their business in which they is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(e) The fair value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will exceed its debts and liabilities, subordinated, contingent or otherwise;

(f) The present fair saleable value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(g) Each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(h) Each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will not have unreasonably small capital with which to conduct its business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(i) For purposes of this Solvency Certificate, the amount of contingent liabilities has been computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability and takes into account contractual and common law rights of contribution among the Guarantors, including the rights of contribution set forth in Section 7.10 of the Term Loan Agreement;

(j) No Loan Party intends, in consummating the transactions contemplated by the Term Loan Agreement, to hinder, delay, or defraud either present or future creditors or any other person to which any Loan Party is, or will become on or after the date hereof, indebted;

(k) The Administrative Agent has previously received the financial statements described in clause (e) of Article IV of the Term Loan Agreement (the "**Financial Statements**"), which the undersigned believes present fairly and accurately, the financial condition and results of operations and cash flows of Clement Pappas and its Subsidiaries as of the dates and for the periods to which they relate (subject to normal year-end audit adjustments and the absence of footnotes); and

(l) In reaching the conclusions set forth in this Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate (acting reasonably), having taken into account the nature of the particular business anticipated to be conducted by each Loan Party after consummation of the Transactions.

The undersigned understands that the Lenders are relying on the truth and accuracy of contents of this Certificate in connection with each Loan made to the Borrower pursuant to the Term Loan Agreement.

[Signature Page Follows]

LUXLAS FUND LIMITED PARTNERSHIP

By:_____
Name:
Title: Chief Financial Officer

EXHIBIT N-1

FORM OF
OPINION OF SQUIRE, SANDERS & DEMPSEY (US) LLP

(To be Provided Separately)

EXHIBIT N-2

FORM OF
TAX OPINION OF DELOITTE LLP

(To be Provided Separately)

EXHIBIT N-3

FORM OF
OPINION OF BLAKE, CASSELS & GRADON LLP

(To be Provided Separately)

EXHIBIT N-4

FORM OF
TAX OPINION OF DELOITTE LLP

(To be Provided Separately)

EXHIBIT N-5

FORM OF
OPINION OF AMMC LAW

(To be Provided Separately)

EXHIBIT N-6

FORM OF
OPINION OF BORROWER'S LOCAL COUNSEL

(To be Provided Separately)

EXHIBIT O

FORM OF
INTERCREDITOR AGREEMENT

(To be Provided Separately)

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT, dated as of August __, 2011 (this "Agreement" as hereinafter further defined), among BMO HARRIS BANK N.A., in its capacity as agent for the Revolving Credit Secured Parties (in such capacity, the "Revolving Credit Agent" as hereinafter further defined), JEFFERIES FINANCE LLC, in its capacity as agent for the Term Loan Secured Parties (in such capacity, the "Term Loan Agent" as hereinafter further defined) and JEFFERIES FINANCE LLC, in its capacity as agent for the LuxCo Loan Secured Parties (in such capacity, the "LuxCo Loan Agent" as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Clement Pappas and Company, Inc., a New Jersey corporation ("Clement Pappas") has entered into a secured revolving credit facility with the Revolving Credit Agent and the Revolving Credit Lenders (as hereinafter defined) pursuant to which, among other things, such Revolving Credit Lenders have made and from time to time may make loans and provide other financial accommodations to Clement Pappas which are guaranteed by Guarantors and secured by substantially all of the assets of Clement Pappas and Guarantors;

WHEREAS, Clement Pappas has entered into a secured term loan facility with LuxCo Agent and the LuxCo Term Lenders (as hereinafter defined) pursuant to which, among other things, such LuxCo Loan Lenders have made term loans to Clement Pappas which are guaranteed by Guarantors and secured by substantially all of the assets and equity interests of Clement Pappas and Guarantors

WHEREAS, Luxlas Fund Limited Partnership, a Quebec limited partnership ("QuebecLP") has entered into a secured term loan facility with the Term Loan Agent and the Term Loan Lenders (as hereinafter defined) pursuant to which, among other things, such Term Loan Lenders have made term loans to QuebecLP which are guaranteed by Clement Pappas, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg ("LuxCo"), Guarantors and 7925271 Canada inc. ("Canadian GP"), a corporation organized under the laws of Canada, and by limited recourse guarantees of Lassonde Industries, Inc. ("Lassonde") and A. Lassonde, inc. ("ALI") and secured by substantially all of the assets and equity interests of QuebecLP, LuxCo, Canadian GP, Clement Pappas and Guarantors; and

WHEREAS, the Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties, and each Shared Collateral Agent, for itself and on behalf of the applicable Shared Collateral Secured Parties, desire to enter into this Agreement to (i) confirm the relative priority of the security interests of the Revolving Credit Agent and each Shared Collateral Agent in the assets and properties of Clement Pappas and Guarantors, (ii) provide for the orderly sharing among the Revolving Credit Secured Parties and the Shared Collateral Secured Parties, in accordance with such priorities, of proceeds of such assets and properties upon any foreclosure thereon or other disposition thereof and (iii) address related matters.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. **Definitions; Interpretation**

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified below:

"Access and Use Rights" has the meaning set forth in Section 8.1 hereof.

"Agents" means, collectively, the Revolving Credit Agent and each Shared Collateral Agent, sometimes being referred to herein individually as an "Agent".

"Agreement" means this Intercreditor Agreement, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms hereof.

"ALI" has the meaning given in the recitals hereto.

"Asset Sale" has the meanings as defined in the Term Loan Agreement and the LuxCo Loan Agreement, in each case as in effect on the date hereof.

"Bank Product Obligations" means Cash Management Obligations and Hedging Obligations.

"Bankruptcy Code" means the United States Bankruptcy Code, being Title 11 of the United States Code, as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented.

"Bankruptcy Law" means the Bankruptcy Code and any similar Federal, state or foreign law for the relief of debtors.

"Borrowing Base Certificate" has the meaning given in the Revolving Credit Agreement as in effect on the date hereof.

"Business Day" means any day other than a Saturday, a Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions in the State of New York are required or authorized by law or other governmental action to close.

"Canadian GP" has the meaning given in the recitals hereto.

"Cash Equivalents" has the meaning as set forth in the Revolving Credit Agreement as in effect on the date hereof.

"Cash Management Obligations" means with respect to any Person, the obligations of such Person arising out of (a) the execution or processing of electronic transfers of funds by automatic clearing house transfer, wire transfer or otherwise to or from the deposit accounts of such Person, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts, (c) credit cards, debit cards or stored value cards or the processing of credit card, debit card or stored value card sales or receipts, including cardless e-payables services (in each case, for employee use and other customary business purposes), and (d) any other deposit, disbursement, and cash management services afforded to such Person.

"Casualty Event" has the meanings as defined in the Term Loan Agreement and the LuxCo Loan Agreement, in each case as in effect on the date hereof.

"Clement Pappas" has the meaning given in the recitals hereto.

"Commitment" has the meaning given to the term "Revolving Credit Commitment" in the Revolving Credit Agreement as in effect on the date hereof.

"Common Collateral" means all of the property and interests in property, real or personal, tangible or intangible, now owned or hereafter acquired by any Grantor in or upon which Liens have been granted to secure both Revolving Credit Obligations and Shared Collateral Obligations, and including, without limitation, all proceeds of such property and interests in property. Notwithstanding anything to the contrary contained in this Agreement, none of the assets of any Person that is not organized under the laws of the United States of America, any State thereof or the District of Columbia shall constitute Common Collateral, except to the extent that the applicable Liens are granted after the date of this Agreement (other than pursuant to an after-acquired property clause contained in any agreement in effect prior to the date of this Agreement); provided, that, under no circumstances shall the assets or equity interests of LuxCo, QuebecLP or Canadian GP constitute Common Collateral.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder).

"Copyrights" means all United States, and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Discharge of LuxCo Loan Obligations" means (a) the termination of the Hedging Obligations provided by any LuxCo Loan Secured Party and (b) the final payment in full in cash of the LuxCo Loan Obligations (including any such amounts which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case), other than any obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities in respect of which no claim or demand for payment has been made at such time. If after receipt of any payment of, or proceeds of Common Collateral applied to the payment of, the LuxCo Loan Obligations, the LuxCo Loan Agent or any other LuxCo Loan Secured Party is required to surrender or return such payment or proceeds to any person for any reason, then the LuxCo Loan Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by the LuxCo Loan Agent or such other LuxCo Loan Secured Party, as the case may be, and no Discharge of LuxCo Loan Obligations shall be deemed to have occurred.

"Discharge of Revolving Credit Obligations" means (a) the termination of the commitments of the Revolving Credit Lenders and the financing arrangements (including all Hedging Obligations) provided by the Revolving Credit Agent and the other Revolving Credit Lenders to Grantors under the Revolving Credit Documents, (b) the payment in full in cash of the Revolving Credit Obligations (including any such amounts which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case), other than the Revolving Credit Obligations described in clause (c) of this definition and other than any obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities in respect of which no claim or demand for payment has been made at such time, (c) the delivery to the Revolving Credit Agent of cash collateral, or at the Revolving Credit Agent's option, the delivery to the Revolving Credit Agent of a letter of credit payable to the Revolving Credit Agent, in either case in accordance with the terms of the Revolving Credit Agreement, in respect of (i) letters of credit issued under the Revolving Credit Documents or (ii) other Revolving Credit Obligations, if any, for which the delivery of cash collateral or a letter of credit is required under the terms of the Revolving Credit Agreement. If after receipt of any payment of, or proceeds of Common Collateral applied to the payment of, the Revolving Credit Obligations, the Revolving Credit Agent or any other Revolving Credit Secured Party is required to surrender or return such payment or proceeds to any person for any reason, then the Revolving Credit Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by the Revolving Credit Agent or other Revolving Credit Secured Party, as the case may be, and no Discharge of Revolving Credit Obligations shall be deemed to have occurred.

"Discharge of Shared Collateral Obligations" means the occurrence of both the Discharge of Term Loan Obligations and the Discharge of LuxCo Loan Obligations.

"Discharge of Term Loan Obligations" means (a) the termination of the Hedging Obligations provided by any Term Loan Secured Party and (b) the final payment in full in cash of the Term Loan Obligations (including any such amounts which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case), other than any obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities in respect of which no claim or demand for payment has been made at such time. If after receipt of any payment of, or proceeds of Common Collateral applied to the payment of, the Term Loan Obligations, the Term Loan Agent or any other Term Loan Secured Party is required to surrender or return such payment or proceeds to any person for any reason, then the Term Loan Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by the Term Loan Agent or such other Term Loan Secured Party, as the case may be, and no Discharge of Term Loan Obligations shall be deemed to have occurred.

"Documents" means collectively, the Revolving Credit Documents and the Shared Collateral Documents.

"Excess Availability" has the meaning given in the Revolving Credit Agreement as in effect on the date hereof.

"Excess Availability Minimum Threshold" means, at any given calculation date, an amount equal to the sum of (x) $30,000,000 minus (y) the sum of all unrestricted cash and Cash Equivalents of Clement Pappas and each of its Subsidiaries.

"Excess Liquidity" means, at any given calculation date, that Excess Availability exceeds the Excess Availability Minimum Threshold.

"Exigent Circumstance" means an event or circumstance that materially and imminently threatens the ability of the Revolving Credit Agent to realize upon all or a material portion of the Revolving Credit Priority Collateral, such as, without limitation, fraudulent removal, concealment, destruction (other than to the extent covered by insurance), material waste or abscondment thereof.

"Grantors" means, collectively, Clement Pappas, each Guarantor and each Subsidiary of Clement Pappas or any Guarantor that shall have granted a Lien on any of its assets to secure any Revolving Credit Obligations or any Shared Collateral Obligations, together with their respective successors and assigns; sometimes being referred to herein individually as a "Grantor".

"Guarantors" means, collectively, (a) Holdings, (b) any other person other than LuxCo, Canadian GP or QuebecLP that at any time after the date hereof becomes a party to a guarantee (other than a limited recourse guarantee with respect to pledged equity interests of QuebecLP or Canadian GP) in favor of the Revolving Credit Agent or the Revolving Credit Secured Parties in respect of any of the Revolving Credit Obligations or in favor of either Shared Collateral Agent or the applicable Shared Collateral Secured Parties in respect of any of the applicable Shared Collateral Obligations, and (c) their respective successors and assigns; sometimes being referred to herein individually as a "Guarantor".

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under (a) an agreement relating to any swap, cap, floor, collar, option, forward, cross right or obligation, or combination thereof or similar transaction, with respect to any interest rate, foreign exchange currency, commodity, credit or equity risk, and (b) swaps, caps, collars, floors, forwards, options or other similar agreements or arrangements for the purpose of hedging or otherwise protecting against interest rate, foreign currency and/or commodity exposure.

"Holdings" means Pomona Holdings, Inc., a Delaware corporation.

"Insolvency or Liquidation Proceeding" means (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Grantor or with respect to any of their respective assets, (c) any proceeding seeking the appointment of any trustee, receiver, liquidator, custodian or other insolvency official with similar powers with respect to any Grantor or any or all of its assets or properties, (d) any liquidation, dissolution, reorganization or winding up of any Grantor whether voluntary or involuntary and whether or not involving insolvency or bankruptcy or (e) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

"Intellectual Property" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses.

"Lassonde" has the meaning given in the recitals hereto.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance (including, but not limited to, easements, rights of way and the like), lien (statutory or other), security agreement or transfer intended as security, including without limitation, any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing.

"LuxCo" has the meaning given in the recitals hereto.

"LuxCo Loan Agent" means Jefferies Finance LLC, and its successors and assigns in its capacity as collateral agent pursuant to the LuxCo Loan Documents acting for and on behalf of the other LuxCo Loan Secured Parties and any successor or replacement agent.

"LuxCo Loan Agreement" means the Credit Agreement, dated as of the date hereof, by and among Holdings, the LuxCo Loan Agent and LuxCo Loan Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"LuxCo Loan Documents" means, collectively, the LuxCo Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other person to, with or in favor of any LuxCo Loan Secured Party in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the LuxCo Loan Obligations), in each case, in accordance with the terms of this Agreement.

"LuxCo Loan Event of Default" means any "Event of Default" as defined in the LuxCo Loan Agreement.

"LuxCo Loan Lenders" means, collectively, any person party to the LuxCo Loan Documents as lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the LuxCo Loan Obligations or is otherwise party to the LuxCo Loan Documents as a lender); sometimes being referred to herein individually as a "LuxCo Loan Lender".

"LuxCo Loan Obligations" means all "Secured Obligations" as such term is defined in the LuxCo Loan Agreement, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any LuxCo Loan Secured Party, including principal, interest, Hedging Obligations, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the LuxCo Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the LuxCo Loan Documents or after the commencement of any case with respect to any Grantor under the Bankruptcy Code or any other Bankruptcy Law or any other Insolvency or Liquidation Proceeding (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or

allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured.

"LuxCo Loan Secured Parties" means, collectively, (a) the LuxCo Loan Agent, (b) the LuxCo Loan Lenders, (c) each other person to whom any of the LuxCo Loan Obligations is owed and (d) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "LuxCo Loan Secured Party".

"Maximum Priority Revolving Credit Obligations" means, as of any date of determination, the sum of:

(a) $60,000,000, plus

(b) all Revolving Credit Obligations consisting of Bank Product Obligations, plus

(c) any interest (including default interest) on such amounts (and including, without limitation, any interest which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), plus

(d) any fees, costs, expenses and indemnities payable under any of the Revolving Credit Documents (and including, without limitation, any fees, costs, expenses and indemnities which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), minus

(e) the aggregate amount of all permanent reductions of the Total Revolving Commitment under the Revolving Credit Agreement made from and after the date hereof.

"Maximum Priority Shared Collateral Obligations" means, in the case of each of the Term Loan Obligations and the LuxCo Loan Obligations as of any date of determination but subject to Section 1.3, the sum of:

(a) $280,000,000, plus

(b) all Shared Collateral Obligations consisting of Hedging Obligations, plus

(c) an amount equal to the aggregate outstanding principal amount of incremental term loans advanced pursuant to Section 2.17 of the Term Loan Agreement as in effect on the date hereof, plus

(d) any interest accrued and accruing on the Shared Collateral Obligations (and including, without limitation, any interest which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or proceeding), plus

(e) any fees, costs, expenses and indemnities payable under any of the Shared Collateral Documents (and including, without limitation, any fees, costs, expenses and indemnities which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), minus

(f) the aggregate amount of all principal payments and prepayments of the Shared Collateral Obligations received by either Shared Collateral Agent or any other Shared Collateral Secured Parties.

"Net Cash Proceeds" has the meaning as defined in the Term Loan Agreement or the LuxCo Loan Agreement, in each case as in effect on the date hereof.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder).

"Patents" means (i) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Permitted Asset Sale Repayment" means the repayment of the Term Loan Obligations with any Net Cash Proceeds of any Asset Sale, to the extent comprising Revolving Credit Priority Collateral and required in accordance with Section 2.10(b) of the Term Loan Agreement or Section 2.09(b) of the LuxCo Loan Agreement, in each case as in effect on the date hereof.

"Permitted Casualty Event Repayment" means the repayment of the Term Loan Obligations with any Net Cash Proceeds of any Casualty Event, to the extent comprising Revolving Credit Priority Collateral and required in accordance with Section 2.10(e) of the Term Loan Agreement or Section 2.09(e) of the LuxCo Loan Agreement, in each case as in effect on the date hereof.

"Permitted Specified Repayment" means (a) any Permitted Asset Sale Repayment and (b) any Permitted Casualty Event Repayment, in each case, together with any interest thereon or other amounts required to be paid under Section 2.13 of the Term Loan Agreement (as in effect on the date hereof) with respect thereto.

"Person" or "person" means any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture, or other entity or any government or any agency or instrumentality or political subdivision thereof.

"Pledged Collateral" has the meaning set forth in Section 5.1 hereof.

"Proceeds" means: all "proceeds" as defined in Article 9 of the UCC, and in any event, shall include, without limitation whatever is receivable or received when Common Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Purchasing Term Loan Lenders" has the meaning set forth in Section 7.3 hereof.

"QuebecLP" has the meaning given in the recitals hereto.

"Recovery" has the meaning set forth in Section 6.11 hereof.

"Retained Revolving Credit Obligations" has the meaning set forth in Section 7.3 hereof.

"Revolver DIP Financing" has the meaning set forth in Section 6.1 hereof.

"Revolving Credit Agent" means BMO Harris Bank N.A., and its successors and assigns in its capacity as agent pursuant to the Revolving Credit Documents acting for and on behalf of the other Revolving Credit Secured Parties and any successor or replacement agent.

"Revolving Credit Agreement" means the Credit Agreement, dated as of the date hereof, by and among the Grantors, the Revolving Credit Agent and the Revolving Credit Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Revolving Credit Cash Collateral" has the meaning set forth in Section 6.1 hereof.

"Revolving Credit Commitment" has the meaning given in the Revolving Credit Agreement as in effect on the date hereof.

"Revolving Credit DIP Offer Period" has the meaning set forth in Section 6.1(a) hereof.

"Revolving Credit Documents" means, collectively, the Revolving Credit Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other person to, with or in favor of any Revolving Credit Secured Party in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Revolving Credit Obligations), in each case, in accordance with the terms of this Agreement.

"Revolving Credit Event of Default" means any "Event of Default" as defined in the Revolving Credit Agreement.

"Revolving Credit Lenders" means, collectively, any person party to the Revolving Credit Documents as lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Revolving Credit Obligations or is otherwise party to the Revolving Credit Documents as a lender); sometimes being referred to herein individually as a "Revolving Credit Lender".

"Revolving Credit Lien Enforcement Action" means (a) any action by the Revolving Credit Agent to foreclose on the Lien of the Revolving Credit Agent in all or a material portion of the Revolving Credit Priority Collateral, (b) any action by the Revolving Credit Agent to take possession of, sell or otherwise realize (judicially or non-judicially) upon all or any material portion of the Revolving Credit Priority Collateral (including, without limitation, by setoff or notification of account debtors), and/or (c) the commencement by the Revolving Credit Agent of any legal proceedings against or with respect to all or any material portion of the Revolving Credit Priority Collateral to facilitate the actions described in (a) or (b) above. For the purposes hereof, (i) any setoff or notification of account debtors to make payments to the Revolving Credit Agent shall constitute a Revolving Credit Lien Enforcement Action if and only if such action is coupled with an action to take possession of all or a material portion of the Revolving Credit Priority Collateral or the commencement of any legal proceedings or actions against or with respect to Clement Pappas or any Guarantor of all or a material portion of the Revolving Credit Priority Collateral and (ii) a material portion of the Revolving Credit Priority Collateral means Revolving Credit Priority Collateral having a value in excess of $1,000,000.

"Revolving Credit Obligations" means all "Obligations" as such term is defined in the Revolving Credit Agreement, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any Revolving Credit Secured Party, including principal, interest, Bank Product Obligations, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the Revolving Credit Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Revolving Credit Documents or after the commencement of any case with respect to any Grantor under the Bankruptcy Code or any other Bankruptcy Law or any other Insolvency or Liquidation Proceeding (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured.

"Revolving Credit Obligations Purchase" has the meaning set forth in Section 7.3 hereof.

"Revolving Credit Priority Collateral" means all Common Collateral that is described as set forth on Annex A annexed hereto.

"Revolving Credit Purchase Amount" has the meaning set forth in Section 7.2 hereof.

"Revolving Credit Purchase Date" has the meaning set forth in Section 7.4(a) hereof.

"Revolving Credit Release Event" means the occurrence and the continuance of a Revolving Credit Event of Default.

"Revolving Credit Secured Parties" means, collectively, (a) the Revolving Credit Agent, (b) the Revolving Credit Lenders, (c) the issuing bank or banks of letters of credit or similar instruments under the Revolving Credit Agreement, (d) each other person to whom any of the Revolving Credit Obligations (including Revolving Credit Obligations constituting Bank Product Obligations) is owed

and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "Revolving Credit Secured Party".

"Revolving Credit Transferring Lenders" has the meaning set forth in Section 7.3 hereof.

"Revolving Loan" has the meaning as defined in the Revolving Credit Agreement as in effect on the date hereof.

"Secured Parties" means, collectively, the Revolving Credit Secured Parties and the Shared Collateral Secured Parties; sometimes being referred to herein individually as a "Secured Party".

"Shared Collateral Agents" means the Term Loan Agent and the LuxCo Loan Agent.

"Shared Collateral Documents" means, collectively, the Term Loan Documents and the LuxCo Loan Documents.

"Shared Collateral Event of Default" means any Term Loan Event of Default or any LuxCo Loan Event of Default.

"Shared Collateral Obligations" means, collectively, the Term Loan Obligations and the LuxCo Loan Obligations.

"Shared Collateral Priority Collateral" means all of the Common Collateral other than the Revolving Credit Priority Collateral.

"Shared Collateral Release Event" means the occurrence and the continuance of a Shared Collateral Event of Default.

"Shared Collateral Secured Parties" means, collectively, the Term Loan Secured Parties and the LuxCo Loan Secured Parties.

"Shared Collateral Subordination Agreement" means that certain subordination agreement dated as of the date hereof among the Term Loan Agent, the LuxCo Loan Agent, Clement Pappas and the Guarantors.

"Specified LuxCo Obligations" means, collectively, (x) any interest payments to a LuxCo Loan Secured Party to the extent attributable to the incremental difference between the margin or spread payable under the LuxCo Loan Agreement compared to the Term Loan Agreement and (y) any indemnity obligation, expense reimbursement or other payment (not constituting principal, fees or interest) that is required to be made under the LuxCo Loan Documents, to the extent that such payment does not correspond to an equivalent indemnity obligation, expense reimbursement or other payment that any LuxCo Loan Secured Party is required to make to any Term Loan Secured Party under the Term Loan Documents (whether contingently under a guarantee or otherwise).

"Subsidiary" means any "Subsidiary" of Clement Pappas as defined in the Revolving Credit Agreement.

"Swingline Loans" has the meaning as defined in the Revolving Credit Agreement as in effect on the date hereof.

"Term Loan Agent" means Jefferies Finance LLC, and its successors and assigns in its capacity as agent pursuant to the Term Loan Documents acting for and on behalf of the other Term Loan Secured Parties and any successor or replacement agent.

"Term Loan Agreement" means the Credit Agreement, dated as of the date hereof, by and among Holdings, QuebecLP, the Term Loan Agent and Term Loan Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Term Loan Cash Collateral" has the meaning set forth in Section 6.1 hereof.

"Term Loan DIP Financing" has the meaning set forth in Section 6.1(b) hereof.

"Term Loan Documents" means, collectively, the Term Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other person to, with or in favor of any Term Loan Secured Party in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Term Loan Obligations), in each case, in accordance with the terms of this Agreement.

"Term Loan Event of Default" means any "Event of Default" as defined in the Term Loan Agreement.

"Term Loan Lenders" means, collectively, any person party to the Term Loan Documents as lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Term Loan Obligations or is otherwise party to the Term Loan Documents as a lender); sometimes being referred to herein individually as a "Term Loan Lender".

"Term Loan Obligations" means all "Secured Obligations" as such term is defined in the Term Loan Agreement, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any Term Loan Secured Party, including principal, interest, Hedging Obligations, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the Term Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Term Loan Documents or after the commencement of any case with respect to any Grantor under the Bankruptcy Code or any other Bankruptcy Law or any other Insolvency or Liquidation Proceeding (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured.

"Term Loan Secured Parties" means, collectively, (a) the Term Loan Agent, (b) the Term Loan Lenders, (c) each other person to whom any of the Term Loan Obligations is owed and (d) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "Term Loan Secured Party".

"Third Party Purchaser" has the meaning set forth in Section 8.1 hereof.

"Total Revolving Commitment" has the meaning as defined in the Revolving Credit Agreement at any time.

"Trademark Licenses" means any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder).

"Trademarks" means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) all extensions or renewals of any of the foregoing, (b) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (c) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (d) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Triggering Event" means (a) an acceleration of the maturity of all or any portion of the Revolving Credit Obligations, (b) the exercise of any Revolving Credit Lien Enforcement Action by the Revolving Credit Secured Parties, (c) if at any time when a Revolving Credit Event of Default exists and is continuing, Revolving Credit Lenders elect not to make any additional loans or advances or issue or cause to be issued letters of credit under the Revolving Credit Documents for a period of ten (10) days at a time when (i) there is Excess Availability to make such loans or advances or issue or cause to be issued letters of credit under the Revolving Credit Documents and (ii) such loans or advances or issuance of letters of credit under the Revolving Credit Documents would not cause the Revolving Credit Obligations to exceed Maximum Priority Revolving Credit Obligations, (d) the occurrence and continuation of a Revolving Credit Event of Default for a period of one hundred twenty (120) days (from written notice of same being provided by the Revolving Credit Agent to either each Shared Collateral Agent or Clement Pappas) without the subsequent or related taking of any of the actions set forth under clauses (a), (b) or (c) hereof, and (e) the commencement of an Insolvency or Liquidation Proceeding by or against any Grantor.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include

the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, refinanced, replaced or otherwise modified as permitted hereunder, (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, and as to any Grantor shall be deemed to include a receiver, trustee or debtor-in-possession on behalf of any such Person or on behalf of any such successor or assign, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections and Annexes shall be construed to refer to Sections and Annexes of this Agreement except as otherwise set forth herein and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

1.3 Nature of Shared Collateral Obligations. The parties understand and agree that for the purposes of this Agreement only, other than with respect to the Specified LuxCo Obligations, the payment of one class of Shared Collateral Obligations is intended to discharge obligations under the other class of Shared Collateral Obligations. To give effect to the foregoing, the parties agree, for the purposes of this Agreement only, as follows:

(a) To the extent that the proceeds of any payment in cash to any LuxCo Loan Secured Party of principal with respect to LuxCo Loan Obligations are not applied, directly or indirectly, to the repayment of Term Loan Obligations, the aggregate principal amount Term Loan Obligations shall be deemed to be automatically reduced by an aggregate amount equal to such shortfall.

(b) To the extent that the proceeds of any other payment in cash to any LuxCo Loan Secured Party with respect to LuxCo Loan Obligations (except to the extent such payment constitutes Specified LuxCo Obligations) are not applied, directly or indirectly, to the repayment of Term Loan Obligations, the Term Loan Obligations with respect to the equivalent obligations to which such payments relate shall be deemed to be automatically reduced by an aggregate amount equal to such shortfall.

(c) To the extent that any payment in cash of principal with respect to Term Loan Obligations is made to any Term Loan Secured Party, the aggregate principal amount of the LuxCo Loan Obligations shall be deemed to be reduced by an equivalent amount, except to the extent that the terms of the LuxCo Loan Documents provide that the aggregate principal amount of the LuxCo Loan Obligations shall automatically be reduced, or shall be deemed to be satisfied, by such payment.

(d) To the extent that the proceeds of any other payment in cash to with respect to Term Loan Obligations is made to any Term Loan Secured Party, the Term Loan Obligations with respect to the equivalent obligations to which such payments relate shall be deemed to be reduced by an equivalent amount, except to the extent that the terms of the LuxCo Loan Documents provide that

any such LuxCo Loan Obligations shall automatically be reduced, or shall be deemed to be satisfied, by such payment.

Section 2. **Lien Priorities.**

2.1 Acknowledgment of Liens.

(a) The Revolving Credit Agent, on behalf of itself and each Revolving Credit Secured Party, hereby acknowledges that each Shared Collateral Agent, acting for and on behalf of itself and the applicable Shared Collateral Secured Parties, has been granted Liens upon all of the Common Collateral pursuant to the applicable Shared Collateral Documents to secure the applicable Shared Collateral Obligations.

(b) Each Shared Collateral Agent, on behalf of itself and each other applicable Shared Collateral Secured Party, hereby acknowledges that the Revolving Credit Agent, acting for and on behalf of itself and the Revolving Credit Secured Parties, has been granted Liens upon all of the Common Collateral pursuant to the Revolving Credit Documents to secure the Revolving Credit Obligations.

2.2 Relative Priorities.

(a) Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to the Revolving Credit Agent or the Revolving Credit Secured Parties or either Shared Collateral Agent or any Shared Collateral Secured Parties and notwithstanding any provision of the UCC, or any other applicable law or any provisions of the Revolving Credit Documents or the Shared Collateral Documents or any other circumstance whatsoever:

(i) Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, hereby agrees that:

(A) (1) any Lien on the Revolving Credit Priority Collateral securing the Revolving Credit Obligations (other than the principal amount thereof that exceeds the Maximum Priority Revolving Credit Obligations) now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Revolving Credit Priority Collateral securing any Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor; and (2) any Lien on the Revolving Credit Priority Collateral securing any of the Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Revolving Credit Priority Collateral securing any Revolving Credit Obligations (other than the principal amount thereof that exceeds the Maximum Priority Revolving Credit Obligations);

(B) (1) any Lien on the Revolving Credit Priority Collateral securing the Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all

other respects to any Lien on the Revolving Credit Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed the Maximum Priority Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor; and (2) any Lien on the Revolving Credit Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed that exceeds the Maximum Priority Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Revolving Credit Priority Collateral securing any Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations; and

(C) (1) any Lien on the Shared Collateral Priority Collateral securing the Revolving Credit Obligations (other than the principal amount thereof that exceeds the Maximum Priority Revolving Credit Obligations) now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed the Maximum Priority Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor; and (2) any Lien on any Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed the Maximum Priority Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Shared Collateral Priority Collateral securing any Revolving Credit Obligations (other than the principal amount thereof that exceeds the Maximum Priority Revolving Credit Obligations); and

(ii) The Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties, hereby agrees that:

(A) (1) any Lien on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations (in each case, other than the principal amount thereof that exceeds the Maximum Priority Shared Collateral Obligations) now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Shared Collateral Priority Collateral securing any Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor; and (2) any Lien on the Shared Collateral Priority Collateral securing any of the Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed (in each case, other than the principal amount thereof that exceeds the Maximum Priority Shared Collateral Obligations);

(B) (1) any Lien on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed the Maximum Priority

Shared Collateral Obligations now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Shared Collateral Priority Collateral securing the Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor; and (2) any Lien on the Shared Collateral Priority Collateral securing any of the Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations that exceed the Maximum Priority Shared Collateral Obligations; and

(C) (1) any Lien on the Revolving Credit Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations (in each case, other than the principal amount thereof that exceeds the Maximum Priority Shared Collateral Obligations) now or hereafter held by or for the benefit or on behalf of any Shared Collateral Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Revolving Credit Priority Collateral securing the Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor; and (2) any Lien on the Revolving Credit Priority Collateral securing any of the Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations now or hereafter held by or for the benefit or on behalf of any Revolving Credit Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Revolving Credit Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations (other than the principal amount thereof that exceeds the Maximum Priority Shared Collateral Obligations).

(b) As between the Revolving Credit Secured Parties and the Shared Collateral Secured Parties, the terms of this Agreement, including the priorities set forth above, shall govern even if part or all of the Revolving Credit Obligations or Shared Collateral Obligations or the Liens securing payment and performance thereof are not perfected or are subordinated, avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise.

2.3 Prohibition on Contesting Liens. Each of the Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties, and each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity or enforceability of a Lien held by or for the benefit or on behalf of any Revolving Credit Secured Party in any Common Collateral or by or on behalf of any Shared Collateral Secured Party in any Common Collateral, as the case may be; provided, that, nothing in this Agreement shall be construed to prevent or impair the rights of any Revolving Credit Secured Party or any Shared Collateral Secured Party (a) to enforce this Agreement or (b) to vote any claim that the Revolving Loan Secured Parties or the applicable Shared Collateral Secured Parties may have in an Insolvency or Liquidation Proceeding to accept or reject any plan or partial or complete liquidation, reorganization,

arrangement, composition or extension; *provided* that, notwithstanding any inconsistency between the terms of any such plan and the terms of this Agreement, the terms of this Agreement shall govern and control.

2.4 Similar Liens and Agreements. The parties hereto agree that it is their intention that the Common Collateral securing the Shared Collateral Obligations and the Revolving Credit Obligations be identical. In furtherance of the foregoing and of Section 10.8, the parties hereto agree, subject to the other provisions of this Agreement, upon request by the Revolving Credit Agent or either Shared Collateral Agent, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the Revolving Credit Priority Collateral and the Shared Collateral Priority Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under the Shared Collateral Documents and the Revolving Credit Documents.

Section 3. **Enforcement.** In connection with any enforcement of rights and remedies following a LuxCo Loan Event of Default, a Revolving Credit Event of Default or a Term Loan Event of Default (except in the case of Section 3.4, which shall apply at all times), the parties hereto agree as follows:

3.1 Exercise of Rights and Remedies.

(a) Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties:

(i) will not, so long as the Discharge of Revolving Credit Obligations has not occurred, enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff or notification of account debtors) with respect to any Revolving Credit Priority Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement to which either Shared Collateral Agent or any other Shared Collateral Secured Party is a party) or commence or join with any Person (other than the Revolving Credit Agent with its consent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies;

(ii) will not contest, protest or object to any foreclosure action or proceeding brought by the Revolving Credit Agent or any other Revolving Credit Secured Party, or any other enforcement or exercise by any Revolving Credit Secured Party of any rights or remedies relating solely to the Revolving Credit Priority Collateral under the Revolving Credit Documents or otherwise, so long as the Liens of the Shared Collateral Agent attach to the Proceeds thereof subject to the relative priorities set forth in Section 2.2 and such actions or proceedings are not being pursued in bad faith;

(iii) will not object to the forbearance by the Revolving Credit Agent or the other Revolving Credit Secured Parties from commencing or pursuing any foreclosure action or proceeding or any other enforcement or exercise of any rights or remedies with respect to any of the Revolving Credit Priority Collateral;

(iv) will not, so long as the Discharge of Revolving Credit Obligations has not occurred, take or receive any Revolving Credit Priority Collateral, or any proceeds thereof or

payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any Revolving Credit Priority Collateral; it being understood and agreed that payments made by LuxCo, QuebecLP, Clement Pappas or any Guarantor in respect of the Shared Collateral Obligations with proceeds of loans or advances under the Revolving Credit Documents shall not constitute a breach of this Section 3.1(a)(iv);

(v) agrees that no covenant, agreement or restriction contained in any Shared Collateral Document shall be deemed to restrict in any way the rights and remedies of the Revolving Credit Agent or the other Revolving Credit Secured Parties with respect to the Revolving Credit Priority Collateral as set forth in this Agreement and the Revolving Credit Documents;

(vi) will not object to the manner in which the Revolving Credit Agent or any other Revolving Credit Secured Party may seek to enforce or collect the Revolving Credit Obligations or the Liens of such Revolving Credit Secured Party with respect to the Revolving Credit Priority Collateral, regardless of whether any action or failure to act by or on behalf of the Revolving Credit Agent or any other Revolving Credit Secured Party is, or could be, adverse to the interests of the Shared Collateral Secured Parties, and will not assert, and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Revolving Credit Priority Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (vi); and

(vii) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any Revolving Credit Obligations or any Lien of the Revolving Credit Agent or this Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Agreement.

(b) The Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties:

(i) will not, so long as the Discharge of Shared Collateral Obligations has not occurred, enforce or exercise, or seek to enforce or exercise, any rights or remedies with respect to any Shared Collateral Priority Collateral or commence or join with any Person (other than any Shared Collateral Agent with the consent of the Term Loan Agent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies;

(ii) will not contest, protest or object to any foreclosure action or proceeding brought by either Shared Collateral Agent or any other Shared Collateral Secured Party, or any other enforcement or exercise by any Shared Collateral Secured Party of any rights or remedies relating solely to Shared Collateral Priority Collateral under any Shared Collateral Document or otherwise, so long as the Liens of the Revolving Credit Agent attach to the Proceeds thereof subject to the relative priorities set forth in Section 2.2 and such actions or proceedings are not being pursued in bad faith;

(iii) will not object to the forbearance by either Shared Collateral Agent or any other Shared Collateral Secured Parties from commencing or pursuing any foreclosure action or

proceeding or any other enforcement or exercise of any rights or remedies with respect to any of the Shared Collateral Priority Collateral;

(iv) will not, so long as the Discharge of Shared Collateral Obligations has not occurred, take or receive any Shared Collateral Priority Collateral, or any proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any Shared Collateral Priority Collateral or in connection with any insurance policy award or any condemnation award (or deed in lieu of condemnation);

(v) agrees that no covenant, agreement or restriction contained in any Revolving Credit Document shall be deemed to restrict in any way the rights and remedies of either Shared Collateral Agent or any other Shared Collateral Secured Party with respect to the Common Collateral as set forth in this Agreement and the applicable Shared Collateral Documents;

(vi) will not object to the manner in which either Shared Collateral Agent or any other Shared Collateral Secured Party may seek to enforce or collect the applicable Shared Collateral Obligations or the Liens of such Shared Collateral Secured Party with respect to the Shared Collateral Priority Collateral, regardless of whether any action or failure to act by or on behalf of Shared Collateral Agent or any other Shared Collateral Secured Party is, or could be, adverse to the interests of the Revolving Credit Secured Parties, and will not assert, and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Shared Collateral Priority Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (vi); and

(vii) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any Shared Collateral Obligations or any Lien of either Shared Collateral Agent or this Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Agreement.

(c) In exercising enforcement rights and remedies with respect to the Revolving Credit Priority Collateral, the Revolving Credit Secured Parties may enforce the provisions of the Revolving Credit Documents with respect to the Revolving Credit Priority Collateral and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise realize on or dispose of any Revolving Credit Priority Collateral upon foreclosure, to incur expenses in connection with such sale or other realization or disposition, and to exercise all of the rights and remedies of a secured creditor under the UCC and of a secured creditor under the Bankruptcy Law of any applicable jurisdiction. Shared Collateral Secured Parties shall not have any right to direct any Revolving Credit Secured Party to exercise any right, remedy or power with respect to the Revolving Credit Priority Collateral and each Shared Collateral Secured Party shall have no right to consent to any exercise of remedies under the Revolving Credit Documents or applicable law in respect of any of the Revolving Credit Priority Collateral.

(d) In exercising enforcement rights and remedies with respect to the Shared Collateral Priority Collateral, the Shared Collateral Secured Parties may enforce the provisions of the

Shared Collateral Documents with respect to the Shared Collateral Priority Collateral and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise realize on or dispose of any Shared Collateral Priority Collateral upon foreclosure, to incur expenses in connection with such sale or other realization or disposition, and to exercise all of the rights and remedies of a secured creditor under the UCC and of a secured creditor under the Bankruptcy Law of any applicable jurisdiction. Revolving Credit Secured Parties shall not have any right to direct any Shared Collateral Secured Party to exercise any right, remedy or power with respect to the Shared Collateral Priority Collateral and each Revolving Credit Secured Party shall have no right to consent to any exercise of remedies under the Shared Collateral Documents or applicable law in respect of any of the Shared Collateral Priority Collateral.

(e) Notwithstanding the foregoing, each Shared Collateral Agent and the Revolving Credit Agent may:

(i) file a claim or statement of interest with respect to the Revolving Credit Obligations or the applicable Shared Collateral Obligations, as the case may be; *provided* that an Insolvency or Liquidation Proceeding has been commenced by or against Clement Pappas or any other Grantor;

(ii) take any action in order to create, perfect, preserve or protect (but not enforce) its Lien on any of the Common Collateral;

(iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Revolving Credit Secured Parties or the applicable Shared Collateral Secured Parties represented by it, including any claims secured by the Common Collateral, if any, or otherwise make any agreements or file any motions or objections pertaining to the claims of such Secured Parties, in each case in accordance with the terms of this Agreement;

(iv) file any pleadings, objections, motions or agreements which assert rights or interests that are available to unsecured creditors of the Grantors including, without limitation, the commencement of an Insolvency or Liquidation Proceeding against Clement Pappas or any other Grantor, in each case, in accordance with applicable law and in a manner not inconsistent with the terms of this Agreement; and

(v) vote on any plan of reorganization, file any proof of claim, make other filings and make any arguments and motions that are, in each case, in accordance with the terms of this Agreement.

3.2 Rights As Unsecured Creditors. To the extent not expressly inconsistent with the terms hereof, either Agent and the Secured Parties on whose behalf such Agent acts, may exercise rights and remedies as an unsecured creditor against any Grantor in accordance with the terms of their respective Documents and applicable law. For purposes hereof, the rights of an unsecured creditor do not include a creditor that holds a judgment lien. Nothing in this Agreement shall prohibit the receipt by either Agent or any of the other Secured Parties of payments of interest and

principal so long as such receipt is not the direct or indirect result of the exercise by such Agent or any other Secured Party of foreclosure rights or other remedies as a secured creditor or enforcement in contravention of this Agreement of any Lien held by any of them or any other act in contravention of this Agreement.

3.3 Release of Second Priority Liens.

(a) Subject to the provisions of Section 3.3(c) below, upon the sale, transfer or other disposition of any Common Collateral as directed by or with the consent of the Agent with the senior Lien in such Common Collateral in accordance with Section 2.2, the Agent with the junior Lien on any Common Collateral shall:

(i) be deemed to have automatically and without further action released and terminated any Liens it may have on such Common Collateral; provided, that, the Liens of the Agent with such senior Lien on the Common Collateral so sold or disposed of are released at the same time, and provided further, that such junior Lien shall remain in place with respect to any proceeds of such sale, transfer or other disposition under this clause (a)(i) that remain after the Discharge of Revolving Credit Obligations (in the case of Revolving Credit Priority Collateral) or the Discharge of Shared Collateral Obligations (in the case of Shared Collateral Priority Collateral);

(ii) be deemed to have authorized the Agent with the senior Lien on such Common Collateral to file UCC amendments and terminations covering the Common Collateral so sold or otherwise disposed of with respect to the UCC financing statements between any Grantor and the Agent with the junior Lien thereon to evidence such release and termination; and

(iii) promptly upon the request of the Agent with the senior Lien thereon, execute and deliver such other release documents and confirmations of the authorization to file UCC amendments and terminations provided for herein, in each case as the Agent with the senior Lien thereon may require in connection with such sale or other disposition by such Agent, such Agent's agents or any Grantor with the consent of such Agent to evidence and effectuate such termination and release; provided, that, any such release or UCC amendment or termination by or on behalf of the Agent with the junior Lien thereon shall not extend to or otherwise affect any of the rights, if any, of such Agent with the junior Lien to the proceeds from any such sale or other disposition of Common Collateral upon the Discharge of Revolving Credit Obligations or Discharge of Shared Collateral Obligations, as the case may be, whichever is secured by the senior Lien on such Common Collateral.

(b) Each Agent, for itself and on behalf of the other Secured Parties for whom such Agent is acting, hereby irrevocably constitutes and appoints each other Agent with the senior Lien and any officer or agent of such Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each applicable Agent with the junior Lien or such holder or in the Agent's own name, from time to time in such Agent's (holding the senior Lien) discretion, for the purpose of carrying out the terms of this Section 3.3, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Section 3.3, including any termination statements, endorsements or other instruments of transfer or release. Nothing contained in this Agreement shall be construed to modify the obligation of any Agent with the senior Lien to

act in a commercially reasonable manner in the exercise of its rights to sell, lease, license, exchange, transfer or otherwise dispose of any Common Collateral.

(c) Notwithstanding anything to the contrary contained in Section 3.3(a), the Lien of each Shared Collateral Agent shall not be automatically released, and each Shared Collateral Agent's consent shall be required, in connection with the sale or disposition of any Revolving Credit Priority Collateral that is not either (i) permitted by the terms of the applicable Shared Collateral Documents or (ii) made in connection with a Revolving Credit Release Event. Notwithstanding anything to the contrary contained in Section 3.3(a), the Lien of the Revolving Credit Agent shall not be automatically released, and the Revolving Credit Agent's consent shall be required, in connection with the sale or disposition of any Shared Collateral Priority Collateral that is not either (i) permitted by the terms of the applicable Revolving Credit Documents, or (ii) made in connection with a Shared Collateral Release Event.

(d) If Proceeds of Common Collateral are received in connection with disposition of Common Collateral that directly or indirectly involves both or some or all of the Revolving Credit Priority Collateral and some or all of the Shared Collateral Priority Collateral, the Revolving Credit Agent and the Shared Collateral Agents shall use commercially reasonable efforts in good faith to allocate the Proceeds received in connection with such disposition of such Common Collateral to the Revolving Credit Priority Collateral and the Shared Collateral Priority Collateral. If the Revolving Credit Agent and the Shared Collateral Agents are unable to agree on such allocation within ten (10) Business Days (or other such period of time as Revolving Credit Agent and Shared Collateral Agents agree) of the consummation of such disposition, the Revolving Credit Agent and the Shared Collateral Agents shall negotiate in good faith to appoint an independent Person to perform such allocation, and the decision of the Person so appointed (or, if the Agents are unable to agree on the appointment of an independent Person, a final non-appealable decision of a court of competent jurisdiction) shall be final.

3.4 Mandatory Prepayments.

(a) So long as the Discharge of Revolving Credit Obligations has not occurred, the Revolving Credit Agent and the other Revolving Credit Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the Revolving Credit Documents, to settle and adjust claims in respect of the Revolving Credit Priority Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the Revolving Credit Priority Collateral. So long as the Discharge of Revolving Credit Obligations has not occurred, all proceeds of any such policy and any such award, or any payments with respect to a deed in lieu of condemnation, shall (i) first, be paid to the Revolving Credit Agent for the benefit of the Revolving Credit Secured Parties to the extent required under the Revolving Credit Documents in an aggregate amount not to exceed the Maximum Priority Revolving Credit Obligations, (ii) second, be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement, in an aggregate amount not to exceed the Maximum Priority Shared Collateral Obligations with respect thereto, (iii) third, be paid to the Revolving Credit Agent for the benefit of Revolving Credit Secured Parties for application to any unpaid Revolving Credit Obligations in excess of the Maximum Priority Revolving Credit Obligations, (iv) fourth, be paid to the Term Loan Agent, for the benefit of Term Loan Secured Parties, for

application to any unpaid Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement, (v) fifth, be paid to the LuxCo Loan Agent, for the benefit of LuxCo Loan Secured Parties or as otherwise required to be applied pursuant to the Shared Collateral Subordination Agreement, for application to the LuxCo Loan Obligations and (vi) sixth, if no Shared Collateral Obligations are outstanding, be paid to the owner of the subject property or as a court of competent jurisdiction may otherwise direct or may otherwise be required by applicable law. Until the Discharge of Revolving Credit Obligations, if either Shared Collateral Agent or any other Shared Collateral Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award or payment, it shall pay such proceeds over to the Revolving Credit Agent in accordance with the terms of Section 4.2.

(b) So long as the Discharge of Shared Collateral Obligations has not occurred, the Term Loan Agent and the other Term Loan Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the Shared Collateral Documents, to settle and adjust claims in respect of the Shared Collateral Priority Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the Shared Collateral Priority Collateral. So long as the Discharge of Shared Collateral Obligations has not occurred, all proceeds of any such policy and any such award, or any payments with respect to a deed in lieu of condemnation, shall (i) first, be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement in an aggregate amount not to exceed the Maximum Priority Shared Collateral Obligations with respect thereto, (ii) second, be paid to the Revolving Credit Agent for the benefit of the Revolving Credit Secured Parties to the extent required under the Revolving Credit Documents in an aggregate amount not to exceed the Maximum Priority Revolving Credit Obligations, (iii) third, be paid to the Term Loan Agent for the benefit of Term Loan Secured Parties for application to any unpaid Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement, (iv) fourth, be paid to the Revolving Credit Agent, for the benefit of the Revolving Secured Parties, for application to any unpaid Revolving Credit Obligations in excess of the Maximum Priority Revolving Credit Obligations, (v) fifth, be paid to the LuxCo Loan Agent, for the benefit of LuxCo Loan Secured Parties or as otherwise required to be applied pursuant to the Shared Collateral Subordination Agreement, for application to the LuxCo Loan Obligations and (vi) sixth, if no Revolving Credit Obligations are outstanding, be paid to the owner of the subject property or as a court of competent jurisdiction may otherwise direct or may otherwise be required by applicable law. Until the Discharge of Shared Collateral Obligations, if the Revolving Credit Agent or any other Revolving Credit Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award or payment, it shall pay such proceeds over to the Term Loan Agent in accordance with the terms of Section 4.2.

(c) So long as the Discharge of Shared Collateral Obligations has not occurred, all proceeds of any debt issuance or equity issuance required to be applied to prepayment under the Term Loan Documents and the Revolving Credit Documents shall (1) first, be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement in an aggregate amount not to exceed the Maximum Priority Shared Collateral Obligations with respect thereto, (2) second,

be paid to the Revolving Credit Agent for the benefit of the Revolving Credit Secured Parties to the extent required under the Revolving Credit Documents in an aggregate amount not to exceed the Maximum Priority Revolving Credit Obligations, (3) third, be paid to the Term Loan Agent for the benefit of Term Loan Secured Parties for application to any unpaid Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement, (4) fourth, be paid to the Revolving Credit Agent, for the benefit of the Revolving Secured Parties, for application to any unpaid Revolving Credit Obligations in excess of the Maximum Priority Revolving Credit Obligations, and (5) fifth, if no Revolving Credit Obligations are outstanding, be paid to the owner of the subject property or as a court of competent jurisdiction may otherwise direct or may otherwise be required by applicable law.

3.5 Consents. In the absence of an Insolvency and Liquidation Proceeding, no disposition of the Revolving Credit Priority Collateral shall be made without the consent of the Revolving Credit Agent (unless permitted pursuant to the terms of the applicable Revolving Credit Documents), and no disposition of the Shared Collateral Priority Collateral shall be made without the consent of the Shared Collateral Agents (unless permitted pursuant to the terms of the applicable Shared Collateral Documents).

Section 4. **Payments.**

4.1 Application of Proceeds.

(a) So long as the Discharge of Revolving Credit Obligations has not occurred, the Revolving Credit Priority Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Revolving Credit Priority Collateral (including, without limitation, in connection with any Revolving Collateral Release Event) that, in each case, is effected by the Revolving Credit Agent, by any Grantor with the consent of the Revolving Credit Agent following a Revolving Credit Event of Default, in violation of the Revolving Credit Documents or at any time following the commencement of any Insolvency or Liquidation Proceeding against any Grantor, shall be applied in the following order of priority:

(i) first, to the Revolving Credit Obligations (other than the principal amount thereof in excess of the Maximum Priority Revolving Credit Obligations) and for cash collateral as required under the Revolving Credit Documents, and in such order as specified in the applicable Revolving Credit Documents until the Discharge of Revolving Credit Obligations (other than the principal amount thereof in excess of the Maximum Priority Revolving Credit Obligations) has occurred;

(ii) second, to the Term Loan Obligations (other than the principal amount thereof in excess of the Maximum Priority Shared Collateral Obligations) in such order as specified in the applicable Term Loan Documents and the Shared Collateral Subordination Agreement until the Discharge of Term Loan Obligations (other than the principal amount thereof in excess of the Maximum Priority Shared Collateral Obligations) has occurred;

(iii) third, to the principal amount of the Revolving Credit Obligations in excess of the Maximum Priority Revolving Credit Obligations until the Discharge of Revolving Credit Obligations has occurred;

(iv) fourth, to the principal amount of the Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement; and

(v) fifth, to the LuxCo Loan Obligations or as otherwise required to be applied pursuant to the Shared Collateral Subordination Agreement.

(b) So long as the Discharge of Shared Collateral Obligations has not occurred, the Shared Collateral Priority Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Shared Collateral Priority Collateral (including, without limitation, in connection with any Shared Collateral Release Event) that, in each case, is effected by any Shared Collateral Agent, by any Grantor with the consent of the Shared Collateral Agents following a Shared Collateral Event of Default, in violation of any Shared Collateral Documents or following the commencement of any Insolvency or Liquidation Proceeding against any Grantor, shall be applied in the following order of priority:

(i) first, to the Term Loan Obligations (other than the principal amount thereof in excess of the Maximum Priority Shared Collateral Obligations) and for cash collateral as required under the Term Loan Documents, and in such order as specified in the applicable Term Loan Documents and the Shared Collateral Subordination Agreement until the Discharge of Term Loan Obligations (other than the principal amount thereof in excess of the Maximum Priority Shared Collateral Obligations) has occurred;

(ii) second, to the Revolving Credit Obligations (other than the principal amount thereof in excess of the Maximum Priority Revolving Credit Obligations) in such order as specified in the applicable Revolving Credit Documents until the Discharge of Revolving Credit Obligations (other than the principal amount thereof in excess of the Maximum Priority Revolving Credit Obligations) has occurred;

(iii) third, to the principal amount of the Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations until the Discharge of Term Loan Obligations has occurred to the extent required under the applicable Term Loan Documents or the Shared Collateral Subordination Agreement;

(iv) fourth, to the principal amount of the Revolving Credit Obligations in excess of the Maximum Priority Revolving Credit Obligations; and

(v) fifth, to the LuxCo Loan Obligations or as otherwise required to be applied pursuant to the Shared Collateral Subordination Agreement.

(c) Upon the Discharge of Revolving Credit Obligations, or if at any time the Revolving Credit Agent does not have a first priority Lien upon any Common Collateral as contemplated by Section 2.2 hereof, to the extent permitted under applicable law and without risk of legal liability to the Revolving Credit Agent or any other Revolving Credit Secured Party, the

Revolving Credit Agent shall deliver to the Term Loan Agent, without representation or recourse, any proceeds of Common Collateral held by it at such time in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct, to be applied by the Term Loan Agent to the Shared Collateral Obligations in such order as specified in the relevant Shared Collateral Documents and the Shared Collateral Subordination Agreement. Upon the Discharge of Shared Collateral Obligations, or if at any time neither Shared Collateral Agent has a first priority Lien upon any Common Collateral as contemplated by Section 2.2 hereof, to the extent permitted under applicable law and without risk of legal liability to either Shared Collateral Agent or any other Shared Collateral Secured Party, the applicable Shared Collateral Agent shall deliver to the Revolving Credit Agent, without representation or recourse, any proceeds of Common Collateral held by it at such time in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct, to be applied by the Revolving Credit Agent to the Revolving Credit Obligations in such order as specified in the relevant Revolving Credit Documents. The provisions of this Section 4.1 are intended solely to govern the respective Lien priorities as between the Shared Collateral Agents and the Revolving Credit Agent and shall not impose on any Agent or any other Secured Party any obligations in respect of the disposition of proceeds of foreclosure on any Common Collateral which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

4.2 Payments Over.

(a) So long as the Discharge of Revolving Credit Obligations has not occurred (other than the principal amount thereof in excess of the Maximum Priority Revolving Credit Obligations), whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, each Shared Collateral Agent agrees, for itself and on behalf of the other applicable Shared Collateral Secured Parties, that any Revolving Credit Priority Collateral or proceeds thereof or payment with respect thereto received by such Shared Collateral Agent or any other applicable Shared Collateral Secured Party (including any right of set-off) with respect to the Revolving Credit Priority Collateral, and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to the Revolving Credit Agent for the benefit of the Revolving Credit Secured Parties in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. The Revolving Credit Agent is hereby authorized to make any such endorsements or assignments as agent for each Shared Collateral Agent. This authorization is coupled with an interest and is irrevocable. Any payments made by LuxCo, QuebecLP, Clement Pappas or any Guarantor in respect of the Shared Collateral Obligations with proceeds of loans or advances under the Revolving Credit Documents shall not be required to be transferred or paid over to the Revolving Credit Agent for the benefit of the Revolving Credit Secured Parties.

(b) So long as the Discharge of Shared Collateral Obligations has not occurred (other than the principal amount thereof in excess of the Maximum Priority Shared Collateral Obligations), whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, the Revolving Credit Agent agrees, for itself and on behalf of the other Revolving Credit Secured Parties, that any Shared Collateral Priority Collateral or proceeds thereof or payment with respect thereto received by the Revolving Credit Agent or any other Revolving

Credit Secured Party (including any right of set-off) with respect to the Shared Collateral Priority Collateral, and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to the Term Loan Agent for the benefit of the Shared Collateral Secured Parties in accordance with the Shared Collateral Documents and the Shared Collateral Subordination Agreement in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. The Term Loan Agent is hereby authorized to make any such endorsements or assignments as agent for the Revolving Credit Agent. This authorization is coupled with an interest and is irrevocable.

4.3 Specified Prepayments and Repayments.

(a) Anything in the Revolving Credit Documents to the contrary notwithstanding, but subject to Section 1.3 hereof, the Grantors shall be permitted to remit, and the Shared Collateral Secured Parties shall be permitted to receive and retain:

(i) Permitted Specified Repayments at the times set forth for such payments in the Term Loan Agreement and the LuxCo Term Agreement as in effect on the date hereof, except to the extent that the Net Cash Proceeds with respect thereto have been applied to the repayment of the outstanding principal balance of Revolving Loans, together with a concurrent permanent reduction of the Revolving Credit Commitments; and

(ii) optional prepayments of Shared Collateral Obligations to the extent that Clement Pappas shall have demonstrated Excess Liquidity, after giving effect to such optional prepayment, of greater than zero in a Borrowing Base Certificate provided to the Revolving Credit Agent not less than one (1) Business Day prior to the making of any such prepayment.

(b) The Revolving Credit Agent and the Revolving Credit Lenders hereby acknowledge and agree that notwithstanding their rights as set forth in the Revolving Credit Agreement to establish, reduce and release reserves from time to time, no such reserves shall be established or maintained with the specific intent so that LuxCo, QuebecLP, Clement Pappas or any Guarantor is unable to pay, or decrease the amount which LuxCo, QuebecLP, Clement Pappas or any such Guarantor may otherwise be required to pay, any Permitted Specified Repayment or optional prepayment of Shared Collateral Obligations.

(c) Nothing in this Section 4.3 shall be construed as in any way limiting the Grantors' obligations to make, or the Shared Collateral Secured Parties' rights to receive mandatory repayments of Shared Collateral Obligations (i) in accordance with Section 2.09 of the Term Loan Agreement and Section 2.08 of the LuxCo Loan Agreement, in each case as in effect on the date hereof, (ii) with any Net Cash Proceeds of any Asset Sale or Casualty Event comprising Shared Collateral Priority Collateral or (iii) pursuant to any other mandatory prepayment provision of the Term Loan Agreement or the LuxCo Loan Agreement not specified in Section 4.3(a)(i), in each case as in effect on the date hereof.

Section 5. **Bailee for Perfection.**

5.1 Each Agent as Bailee.

(a) Each Agent agrees to hold any Common Collateral that is in the possession or control of such Agent (or its agents or bailees), to the extent that possession or control thereof is necessary or effective to perfect a Lien thereon under the Uniform Commercial Code (such Common Collateral being referred to herein as the "Pledged Collateral"), as bailee and agent for and on behalf of each other Agent solely for the purpose of perfecting the Lien granted to such other Agent in such Pledged Collateral (including, but not limited to, any securities or any deposit accounts or securities accounts, if any) pursuant to the Revolving Credit Documents or Shared Collateral Documents, as applicable, subject to the terms and conditions of this Section 5.

(b) Until the Discharge of Revolving Credit Obligations has occurred, the Revolving Credit Agent shall be entitled to deal with the Pledged Collateral constituting Revolving Credit Priority Collateral in accordance with the terms of the Revolving Credit Documents. The rights of each Shared Collateral Agent to such Pledged Collateral shall at all times be subject to the terms of this Agreement and to the Revolving Credit Agent's rights under the Revolving Credit Documents. Until the Discharge of Shared Collateral Obligations has occurred, each Shared Collateral Agent shall be entitled to deal with the Pledged Collateral constituting Shared Collateral Priority Collateral in accordance with the terms of the Shared Collateral Documents and the Shared Collateral Subordination Agreement. The rights of the Revolving Credit Agent to such Pledged Collateral shall at all times be subject to the terms of this Agreement and to each Shared Collateral Agent's rights under the Shared Collateral Documents.

(c) Each Agent shall have no obligation whatsoever to any other Agent or any other Secured Party to assure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 5. The duties or responsibilities of each Agent under this Section 5 shall be limited solely to holding the Pledged Collateral as bailee and agent for and on behalf of each other Agent for purposes of perfecting the Lien held by such other Agent.

(d) Each Agent shall not have by reason of the Revolving Credit Documents, the Shared Collateral Documents or this Agreement or any other document a fiduciary relationship in respect of any other Agent or any of the other Secured Parties and shall not have any liability to any other Agent or any other Secured Party in connection with its holding the Pledged Collateral, other than as expressly provided for herein and other than for its gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

5.2 Transfer of Pledged Collateral.

(a) Upon the Discharge of Revolving Credit Obligations, to the extent permitted under applicable law, upon the request of any Shared Collateral Agent, the Revolving Credit Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to the Term Loan Agent, except in the event and to the extent (i) the Revolving Credit Agent or any other Revolving Credit Secured Party has retained or otherwise acquired such Common Collateral in full or partial satisfaction of any of the Revolving

Credit Obligations, (ii) such Common Collateral is sold or otherwise disposed of by the Revolving Credit Agent or any other Revolving Credit Secured Party or by a Grantor as provided herein or (iii) it is otherwise required by any order of any court or other governmental authority or applicable law or would result in the risk of liability of Revolving Credit Secured Party to any third party. The foregoing provision shall not impose on the Revolving Credit Agent or any other Revolving Credit Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law. In connection with any transfer described herein to the Term Loan Agent, the Revolving Credit Agent agrees to take reasonable actions in its power (with all costs and expenses in connection therewith to be for the account of each Shared Collateral Agent and to be paid by Clement Pappas) as shall be reasonably requested by the Term Loan Agent to permit each Shared Collateral Agent to obtain, for the benefit of the Shared Collateral Secured Parties, a first priority security interest in the Pledged Collateral.

(b) Upon the Discharge of Shared Collateral Obligations, to the extent permitted under applicable law, upon the request of the Revolving Credit Agent, each Shared Collateral Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to the Revolving Credit Agent, except in the event and to the extent (i) either Shared Collateral Agent or any other Shared Collateral Secured Party has retained or otherwise acquired such Common Collateral in full or partial satisfaction of any of the Shared Collateral Obligations, (ii) such Common Collateral is sold or otherwise disposed of by either Shared Collateral Agent or any other Shared Collateral Secured Party or by a Grantor as provided herein or (iii) it is otherwise required by any order of any court or other governmental authority or applicable law or would result in the risk of liability of any Shared Collateral Secured Party to any third party. The foregoing provision shall not impose on either Shared Collateral Agent or any other Shared Collateral Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law. In connection with any transfer described herein to the Revolving Credit Agent, each Shared Collateral Agent agrees to take reasonable actions in its power (with all costs and expenses in connection therewith to be for the account of the Revolving Credit Agent and to be paid by the Grantors) as shall be reasonably requested by the Revolving Credit Agent to permit the Revolving Credit Agent to obtain, for the benefit of the Revolving Credit Secured Parties, a first priority security interest in the Pledged Collateral.

5.3 Deposit Accounts. In the case of any deposit accounts subject to Deposit Account Control Agreements (as such term is defined in the Revolving Credit Documents), after the occurrence of the Discharge of Revolving Credit Obligations, and to the extent that any Shared Collateral Obligations remains outstanding, the Revolving Credit Agent agrees, at the request of any Shared Collateral Agent and at the expense of Grantors, to, with respect to deposit accounts, promptly deliver written notice to the bank at which deposit accounts are maintained that (a) such account(s) remain subject to a Lien in favor of each Shared Collateral Agent and the Revolving Credit Agent is no longer the "Agent" or "Lender Representative" (as the case may be) or otherwise entitled to act under such agreement, and (b) from the date of such notice and at all times thereafter until the Discharge of Shared Collateral Obligations or the Term Loan Agent instructs the bank at which the deposit account is maintained otherwise, that the Term Loan Agent is to be deemed the "Agent" for all purposes in connection with such agreement and that the bank is to follow the directions of the Term Loan Agent for all purposes in connection with such deposit accounts.

Section 6. **Insolvency or Liquidation Proceedings**

6.1 Post Petition Financing; Cash Collateral.

(a) Following the commencement of any Insolvency or Liquidation Proceeding of any Grantor, if such Grantor as debtor-in-possession (or a trustee appointed on behalf of such Grantor) shall move for either (i) within the first twenty (20) Business Days following such commencement (the "Revolving Credit DIP Offer Period"), approval of financing ("Revolver DIP Financing") to be provided by any Revolving Credit Secured Party under Section 364 of the Bankruptcy Code or (ii) at any time, the use of cash collateral proceeds of the Revolving Credit Priority Collateral (the "Revolving Credit Cash Collateral") with the consent of the Revolving Credit Agent under Section 363 of the Bankruptcy Code, the Shared Collateral Secured Parties agree as follows: (A) such Revolver DIP Financing (including any Revolving Credit Obligations which arose prior to the Insolvency or Liquidation Proceeding) may be secured by Liens on all or a part of the assets of the Grantors which may be superior in priority to the Liens on the assets of the Grantors held by any other Person (so long as any such Lien for the Revolver DIP Financing secured by the Shared Collateral Priority Collateral is subordinate to the Liens of the Shared Collateral Agents on the Shared Collateral Priority Collateral securing any Term Loan Obligations or LuxCo Loan Obligations (in each case, other than the principal amount thereof that exceeds the Maximum Priority Shared Collateral Obligations)), and (B) the Shared Collateral Secured Parties shall not contest or oppose in any manner such Revolver DIP Financing or Revolving Credit Cash Collateral use and shall be deemed to have waived any objections to such financing or cash collateral use, including by any objection alleging Grantors' failure to provide "adequate protection" for the Liens of the Shared Collateral Secured Parties or otherwise, as long as (1) the Term Loan Secured Parties and the LuxCo Loan Secured Parties each retains a Lien on the Common Collateral (including proceeds thereof arising after the commencement of such proceeding) with the same priority as existed prior to the commencement of the case under the Bankruptcy Code (junior in priority to the Liens securing such Revolver DIP Financing and the existing Liens in favor of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral, senior to the Liens of the Revolving Credit Secured Parties on the Shared Collateral Priority Collateral to the same extent as provided under Section 2.2 and pari passu to the Liens of the other Shared Collateral Secured Parties on all Common Collateral), (2) the Term Loan Secured Parties and the LuxCo Loan Secured Parties each receives a replacement Lien on post-petition assets, with the same priority as existed prior to the commencement of the case under the Bankruptcy Code (junior in priority to the Liens securing such Revolver DIP Financing, the existing Liens in favor of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral and any replacement Liens granted to the Revolving Credit Secured Parties, in each case, with respect to the Revolving Credit Priority Collateral, senior to the Lien of Revolving Credit Secured Parties on the Shared Collateral Priority Collateral to the extent under Section 2.2 and pari passu to the Liens of the other Shared Collateral Secured Parties on all Common Collateral); provided, that, the inability of the Term Loan Secured Parties or the LuxCo Loan Secured Parties to receive a Lien on actions under Chapter 5 of the Bankruptcy Code or proceeds thereof shall not affect the agreements and waivers set forth in this clause (2)), (3) the aggregate principal amount of loans and face amount of extant letter of credit obligations outstanding under such Revolver DIP Financing, together with the outstanding Revolving Credit Obligations, shall not exceed the Maximum Priority Revolving Credit Obligations, (4) such Revolver DIP Financing or use of Revolving Credit Cash Collateral is subject to the terms of this Agreement and (5) the Shared Collateral Agents retain the right to object to any ancillary agreements

or arrangements regarding the use of Revolving Credit Cash Collateral or Revolver DIP Financing that require a specific treatment of a claim in respect of the Shared Collateral Obligations for purposes of a plan of reorganization or contravene the terms of this Agreement in any material respect (provided, that, in no event shall the foregoing be construed to give rise to the right to object to any of the rights and remedies that are customary for Revolving Credit Agent to receive as part of any order with respect to the use of Revolving Credit Cash Collateral or any such Revolver DIP Financing).

(b) Following the commencement of any Insolvency or Liquidation Proceeding of any Grantor, if, from and after the termination of the Revolving Credit DIP Offer Period (if no final documentation of any Revolver DIP Financing has been executed and become effective prior to that date), such Grantor as debtor-in-possession (or a trustee appointed on behalf of such Grantor) moves for either (i) approval of financing ("Term Loan DIP Financing") to be provided by any Term Loan Secured Party under Section 364 of the Bankruptcy Code or (ii) the use of cash collateral proceeds of the Term Loan Priority Collateral (the "Term Loan Cash Collateral") with the consent of the Term Loan Agent under Section 363 of the Bankruptcy Code, the Revolving Credit Secured Parties agree as follows: (A) such Term Loan DIP Financing (including any Term Loan Obligations which arose prior to the Insolvency or Liquidation Proceeding) may be secured by Liens on all or a part of the assets of the Grantors which may be superior in priority to the Liens on the assets of the Grantors held by any other Person (so long as any such Lien for the Term Loan DIP Financing secured by the Revolving Credit Priority Collateral is subordinate to the Lien of the Revolving Credit Agent on the Revolving Credit Priority Collateral securing any Revolving Credit Obligations (other than the principal amount thereof that exceeds the Maximum Priority Revolving Credit Obligations)), and (B) the Revolving Credit Secured Parties and the LuxCo Loan Secured Parties shall not contest or oppose in any manner such Term Loan DIP Financing or Term Loan Cash Collateral use and shall be deemed to have waived any objections to such financing or cash collateral use, including by any objection alleging Grantors' failure to provide "adequate protection" for the Liens of the Revolving Credit Secured Parties or the LuxCo Loan Secured Parties or otherwise, as long as (1) the Revolving Credit Secured Parties and the LuxCo Loan Secured Parties each retains a Lien on the Common Collateral (including proceeds thereof arising after the commencement of such proceeding) with the same priority as existed prior to the commencement of the case under the Bankruptcy Code (in the case of the Revolving Credit Secured Parties, junior in priority to the Liens securing such Term Loan DIP Financing and the existing Liens in favor of the Term Loan Secured Parties on the Term Loan Priority Collateral but senior to the Liens of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral to the same extent as provided under Section 2.2 and, in the case of the LuxCo Loan Secured Parties, junior in priority to the Liens securing such Term Loan DIP Financing and pari passu with the existing Liens in favor of the Term Loan Secured Parties on the Term Loan Priority Collateral but junior in priority to the Liens of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral to the same extent as provided under Section 2.2), (2) the Revolving Credit Secured Parties and the LuxCo Loan Secured Parties each receives a replacement Lien on post-petition assets, with the same priority as existed prior to the commencement of the case under the Bankruptcy Code (in the case of the Revolving Credit Secured Parties, junior in priority to the Liens securing such Term Loan DIP Financing and the existing Liens in favor of the Term Loan Secured Parties on the Term Loan Priority Collateral but senior to the Liens of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral to the same extent as provided under Section 2.2 and, in the case of the LuxCo Loan Secured Parties, junior in priority to the Liens securing such Term Loan DIP Financing and pari passu with the existing Liens in favor of the Term

Loan Secured Parties on the Term Loan Priority Collateral but junior in priority to the Liens of the Revolving Credit Secured Parties on the Revolving Credit Priority Collateral to the same extent as provided under Section 2.2); provided, that, the inability of the Revolving Credit Secured Parties or the LuxCo Loan Secured Parties to receive a Lien on actions under Chapter 5 of the Bankruptcy Code or proceeds thereof shall not affect the agreements and waivers set forth in this clause (2)), (3) the aggregate principal amount of loans and face amount of extant letter of credit obligations outstanding under such Term Loan DIP Financing, together with the outstanding Term Loan Obligations, shall not exceed the Maximum Priority Shared Collateral Obligations with respect thereto, (4) such Term Loan DIP Financing or use of Term Loan Cash Collateral is subject to the terms of this Agreement and (5) the Revolving Credit Agent retains the right to object to any ancillary agreements or arrangements regarding the use of Term Loan Cash Collateral or the Term Loan DIP Financing that require a specific treatment of a claim in respect of the Revolving Credit Obligations for purposes of a plan of reorganization or contravene the terms of this Agreement in any material respect (provided, that, in no event shall the foregoing be construed to give rise to the right to object to any of the rights and remedies that are customary for Shared Collateral Agents to receive as part of any order with respect to the use of Term Loan Cash Collateral or any such Term Loan DIP Financing).

6.2 Adequate Protection.

(a) (i) The Shared Collateral Agents, on behalf of themselves and the other Shared Collateral Secured Parties, agree that none of them shall contest (or support any other Person contesting):

(A) any request by the Revolving Credit Agent or the other Revolving Credit Secured Parties for adequate protection with respect to Liens on the Revolving Credit Priority Collateral; or

(B) any objection by the Revolving Credit Agent or the other Revolving Credit Secured Parties to any motion, relief, action or proceeding based on the Revolving Credit Agent or the other Revolving Credit Secured Parties claiming a lack of adequate protection with respect to Liens in Revolving Credit Priority Collateral to the extent not inconsistent with the other terms of this Agreement.

(ii) The Revolving Credit Agent, on behalf of itself and the other Revolving Credit Secured Parties, agrees that none of them shall contest (or support any other Person contesting):

(A) any request by the Shared Collateral Agents or the other Shared Collateral Secured Parties for adequate protection with respect to Liens on the Shared Collateral Priority Collateral; or

(B) any objection by the Shared Collateral Agents or the other Shared Collateral Secured Parties to any motion, relief, action or proceeding based on the Shared Collateral Agents or the other Shared Collateral Secured Parties claiming a lack of adequate protection with respect to Liens in Shared Collateral Priority Collateral to the extent not inconsistent with the other terms of this Agreement.

(b) Notwithstanding anything to the contrary in Section 6.2(a), in any Insolvency or Liquidation Proceeding:

(i) if any or all of the Revolving Credit Secured Parties are granted adequate protection in the form of additional collateral in connection with any use of Revolving Credit Cash Collateral or a Revolver DIP Financing and such additional collateral is the type of asset or property that would constitute Revolving Credit Priority Collateral, then (A) the Shared Collateral Agents, on behalf of themselves or any of the Shared Collateral Secured Parties, may seek or request adequate protection in the form of a Lien on such additional collateral, which Lien will be subordinated to the Liens securing the Revolving Credit Obligations and such use of Revolving Credit Cash Collateral or Revolver DIP Financing (and all obligations relating thereto) on the same basis as the other Liens on Revolving Credit Priority Collateral securing the Shared Collateral Obligations are so subordinated to the Liens on Revolving Credit Priority Collateral securing the Revolving Credit Obligations under this Agreement and (B) subject to clause (ii) below, the Revolving Credit Agent, on behalf of itself and the other Revolving Credit Secured Parties, agrees that none of them shall contest (or support any other Person contesting) (1) any request by the Shared Collateral Agents or any other Term Loan Secured Party for adequate protection pursuant to the preceding clause (A) or (2) any objection to any motion, relief, action or proceeding in support of a request for adequate protection pursuant to the preceding clause (A); and

(ii) in the event the Shared Collateral Agents, on behalf of themselves or any other Shared Collateral Secured Parties, seek or request adequate protection in respect of Shared Collateral Obligations and such adequate protection is granted in the form of additional collateral of a type of asset or property that would constitute Revolving Credit Priority Collateral, then the Shared Collateral Agents, on behalf of themselves and the other Shared Collateral Secured Parties, agree that the Revolving Credit Agent shall also be granted a Lien on such additional collateral as security for the Revolving Credit Obligations and for any use of Revolving Credit Cash Collateral or Revolver DIP Financing and that any Lien on such additional collateral securing the applicable Shared Collateral Obligations shall be subordinated to the Lien on such collateral securing the Revolving Credit Obligations and any such use of Revolving Credit Cash Collateral or Revolver DIP Financing (and all obligations relating thereto) and to any other Liens granted to the Revolving Credit Secured Parties as adequate protection on the same basis as the other Liens on Revolving Credit Priority Collateral securing the Shared Collateral Obligations are so subordinated to the Liens on Revolving Credit Priority Collateral securing the Revolving Credit Obligations under this Agreement.

(iii) if any or all of the Shared Collateral Secured Parties are granted adequate protection in the form of additional collateral in connection with any use of Term Loan Cash Collateral or a Term Loan DIP Financing and such additional collateral is the type of asset or property that would constitute Shared Collateral Priority Collateral, then (A) the Revolving Credit Agent, on behalf of itself or any of the Revolving Credit Secured Parties, may seek or request adequate protection in the form of a Lien on such additional collateral, which Lien will be subordinated to the Liens securing the Shared Collateral Obligations and such use of Term Loan Cash Collateral or Term Loan DIP Financing (and all obligations relating thereto) on the same basis as the other Liens on Shared Collateral Priority Collateral securing the Revolving Credit Obligations are so subordinated to the Liens on Shared Collateral Priority Collateral securing the Shared Collateral Obligations under this Agreement and (B) subject to clause (iv) below, the Shared

Collateral Agents, on behalf of themselves and the other Shared Collateral Secured Parties, agree that none of them shall contest (or support any other Person contesting) (1) any request by the Revolving Credit Agent or any other Revolving Credit Secured Party for adequate protection pursuant to the preceding clause (A) or (2) any objection to any motion, relief, action or proceeding in support of a request for adequate protection pursuant to the preceding clause (A); and

(iv) in the event the Revolving Credit Agent, on behalf of itself or any other Revolving Credit Secured Parties, seeks or requests adequate protection in respect of Revolving Credit Obligations and such adequate protection is granted in the form of additional collateral of a type of asset or property that would constitute Shared Collateral Priority Collateral, then the Revolving Credit Agent, on behalf of itself and the other Revolving Credit Secured Parties, agrees that the Shared Collateral Agents shall also be granted a Lien on such additional collateral as security for the Shared Collateral Obligations and for any use of Term Loan Cash Collateral or Term Loan DIP Financing and that any Lien on such additional collateral securing the applicable Revolving Credit Obligations shall be subordinated to the Lien on such collateral securing the Shared Collateral Obligations and any such use of Term Loan Cash Collateral or Term Loan DIP Financing (and all obligations relating thereto) and to any other Liens granted to the Shared Collateral Secured Parties as adequate protection on the same basis as the other Liens on Shared Collateral Priority Collateral securing the Revolving Credit Obligations are so subordinated to the Liens on Shared Collateral Priority Collateral securing the Shared Collateral Obligations under this Agreement.

(c) Except as otherwise provided in this Section 6.2, (A) no Revolving Credit Secured Party may seek or assert any right it may have for adequate protection of its interest in the Shared Collateral Priority Collateral without the prior written consent of the Shared Collateral Agents, and (B) no Shared Collateral Secured Party may seek or assert any right it may have for adequate protection of its interest in the Revolving Credit Priority Collateral without the written consent of the Revolving Credit Agent.

6.3 Sale of Common Collateral; Waivers. The Shared Collateral Secured Parties shall consent and not otherwise object to a sale or other disposition of any Revolving Credit Priority Collateral under the Bankruptcy Code, including Sections 363, 365 and 1129, free and clear of any Liens thereon securing Shared Collateral Obligations or other claims of the Shared Collateral Secured Parties, if the Revolving Credit Secured Parties have consented to such sale or other disposition. The Revolving Credit Secured Parties and the LuxCo Loan Secured Parties shall consent and not otherwise object to a sale or other disposition of any Shared Collateral Priority Collateral under the Bankruptcy Code, including Sections 363, 365 and 1129, free and clear of any Liens thereon securing Revolving Credit Obligations or LuxCo Loan Obligations or other claims of the Revolving Credit Parties and LuxCo Loan Secured Parties, if the Term Loan Secured Parties have consented to such sale or other disposition. Nothing in this Section 6.3 shall preclude any Secured Party from seeking to be the purchaser, assignee or other transferee of any Common Collateral in connection with any such sale or other disposition of Common Collateral under the Bankruptcy Code. The Shared Collateral Secured Parties agree that the Revolving Credit Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code with respect to, or otherwise object to any such sale or other disposition of, the Revolving Credit Priority Collateral and the Revolving Credit Secured Parties agree that the Shared Collateral Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code with respect to, or

otherwise object to any such sale or other disposition of, the Shared Collateral Priority Collateral; provided, however, that, (x) the Secured Parties shall not be deemed to have agreed to any "credit bid" by other Secured Parties in connection with the sale or other disposition of Common Collateral consisting of both Shared Collateral Priority Collateral and Revolving Credit Priority Collateral and (y) the LuxCo Loan Secured Parties shall not have the right to credit bid under Section 363(k) of the Bankruptcy Code with respect to, or otherwise object to any such sale or other disposition of, any Common Collateral without the prior written consent of the Term Loan Secured Parties. The Shared Collateral Agents, for themselves and on behalf of the other Shared Collateral Secured Parties, agree that, so long as the Discharge of Revolving Credit Obligations has not occurred, no Shared Collateral Secured Party shall, without the prior written consent of the Revolving Credit Agent, credit bid under Section 363(k) of the Bankruptcy Code with respect to the Revolving Credit Priority Collateral. The Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties, agrees that, so long as the Discharge of Shared Collateral Obligations has not occurred, no Revolving Credit Secured Party shall, without the prior written consent of the Shared Collateral Agent, credit bid under Section 363(k) of the Bankruptcy Code with respect to the Shared Collateral Priority Collateral.

6.4 Relief from the Automatic Stay. Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, agrees that, so long as the Discharge of Revolving Credit Obligations has not occurred, no such Shared Collateral Secured Party shall, without the prior written consent of the Revolving Credit Secured Parties, seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of any part of the Revolving Credit Priority Collateral, any Proceeds thereof or any Lien thereon securing any of the Shared Collateral Obligations; provided, that, in the event the Revolving Credit Secured Parties seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of Revolving Credit Priority Collateral, the Revolving Credit Secured Parties agree that the Shared Collateral Secured Parties may seek or request similar relief to that sought by the Revolving Credit Secured Parties so that the Shared Collateral Secured Parties may seek to exercise their rights and remedies under the Shared Collateral Documents and against such Common Collateral subject to the provisions of this Agreement. The Revolving Credit Secured Parties agree that, so long as the Discharge of Shared Collateral Obligations has not occurred, no Revolving Credit Secured Party shall, without the prior written consent of the Term Loan Secured Parties, seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of any part of the Shared Collateral Priority Collateral, any Proceeds thereof or any Lien thereon securing any of the Revolving Credit Obligations; provided, that, in the event any Shared Collateral Secured Parties seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding, the Shared Collateral Secured Parties agree that the Revolving Credit Secured Parties and the other Shared Collateral Secured Parties may seek or request similar relief to that sought by such Shared Collateral Secured Parties so that such Secured Parties may seek to exercise their rights and remedies under the Revolving Credit Documents or the applicable Shared Collateral Documents and against such Common Collateral subject to the provisions of this Agreement.

6.5 Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of any reorganized Grantor secured by Liens upon any property of such reorganized Grantor are distributed, pursuant to a plan of reorganization, on account of both the Revolving Credit

Obligations and the Shared Collateral Obligations, then, to the extent the debt obligations distributed on account of the Revolving Credit Obligations and on account of any Shared Collateral Obligations are secured by Liens upon the same assets or property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

6.6 Certain Waivers as to Section 1111(b)(2) of Bankruptcy Code. Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, waives any claim any such Shared Collateral Secured Party may hereafter have against any Revolving Credit Secured Party arising out of the election by any Revolving Credit Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law. The Revolving Credit Secured Parties waive any claim they may hereafter have against any Shared Collateral Secured Party arising out of the election by any Shared Collateral Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code or any comparable provision of any other Bankruptcy Law.

6.7 Separate Grants of Security and Separate Classes. Each of the parties hereto irrevocably acknowledges and agrees that (a) the claims and interests of the Revolving Credit Secured Parties and the Shared Collateral Secured Parties are not "substantially similar" within the meaning of Section 1122 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, (b) the grants of the Liens to secure the Revolving Credit Obligations, the grants o the Liens to secure the LuxCo Loan Obligations and the grants of the Liens to secure the Term Loan Obligations constitute three separate and distinct grants of Liens, (c) the Revolving Credit Secured Parties rights in the Common Collateral are fundamentally different from the Shared Collateral Secured Parties' rights in the Common Collateral and (d) as a result of the foregoing, among other things, the Revolving Credit Obligations and the Shared Collateral Obligations must be separately classified in any plan of reorganization proposed or adopted in any Insolvency or Liquidation Proceeding.

6.8 Survival After Bankruptcy. This Agreement shall be applicable both before and after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted or subsequent cases in respect thereof, and all references herein to any Grantor shall be deemed to apply to the trustee for such Grantor and such Grantor as debtor-in-possession. The relative rights of the Revolving Credit Secured Parties and the Shared Collateral Secured Parties in or to any distributions from or in respect of any Common Collateral or proceeds shall continue after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted cases and subsequent cases, on the same basis as prior to the date of such institution, subject to any court order approving the financing of, or use of Revolving Credit Cash Collateral by, any Grantor as debtor-in-possession, or any other court order affecting the rights and interests of the parties hereto not in conflict with this Agreement. This Agreement shall constitute a subordination agreement for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency or Liquidation Proceeding in accordance with its terms.

6.9 Avoidance Issues. If any Revolving Credit Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor or any other person any amount (a "Recovery"), then the Revolving Credit Obligations shall be reinstated to the extent of such Recovery and the Revolving Credit Secured Parties shall be entitled to all rights under this Agreement with respect to all such recovered amounts until a Discharge of Revolving Credit Obligations has occurred. If any Shared Collateral Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor or any other person any Recovery, then the applicable Shared Collateral Obligations shall be reinstated to the extent of such Recovery and the applicable Shared Collateral Secured Parties shall be entitled to all rights under this Agreement with respect to all such recovered amounts until a Discharge of Shared Collateral Obligations has occurred. If this Agreement shall have been terminated prior to any Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

6.10 Other Bankruptcy Laws. In the event that an Insolvency or Liquidation Proceeding is filed in a jurisdiction other than the United States or is governed by any Bankruptcy Law other than the Bankruptcy Code, each reference in this Agreement to a section of the Bankruptcy Code shall be deemed to refer to the substantially similar or corresponding provision of the Bankruptcy Law applicable to such Insolvency or Liquidation Proceeding, or, in the absence of any specific similar or corresponding provision of Bankruptcy Law, such other general Bankruptcy Law as may be applied in order to achieve substantially the same result as would be achieved under each applicable section of the Bankruptcy Code.

Section 7. **Term Loan Lenders' Purchase Option**

7.1 Notice of Exercise. During the thirty (30) Business Days following the occurrence and during the continuance of a Triggering Event (or, in the case of a Triggering Event described in clause (e) of the definition thereof, at any time following such Triggering Event), the Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, shall have the option at any time upon five (5) Business Days' prior written notice to the Revolving Credit Agent to purchase all, but not less than all (other than the exclusion, at the purchasers' option, of the amount of Revolving Credit Obligations that exceeds the Maximum Priority Revolving Credit Obligations), of the Revolving Credit Obligations from the Revolving Credit Secured Parties and to assume all of the commitments to lend of the Revolving Credit Secured Parties. Such notice from the Term Loan Agent to the Revolving Credit Agent shall be irrevocable. The obligations of the Revolving Credit Secured Parties under this Section 7 to sell the Revolving Credit Obligations are several and not joint and several.

7.2 Pro Rata Offer. The Term Loan Secured Parties agree, solely as among themselves, that upon the occurrence of any Triggering Event and any contemplation of a potential exercise of the Term Loan Lenders' option to purchase pursuant to this Section 7, the Term Loan Agent shall send a notice to all Term Loan Lenders giving each of them the option to purchase at least their pro rata share of the Revolving Credit Obligations elected for purchase in accordance with Section 7.1 (the "Revolving Credit Purchase Amount"). No Term Loan Lender shall be required to participate in any purchase offer hereunder, and each Term Loan Secured Party acknowledges and agrees that a purchase offer may be made by any or all of the Term Loan Secured Parties, subject to the

requirements of the preceding sentence. The provisions of this Section 7.2 are intended solely for the benefit of the Term Loan Secured Parties and may be modified, amended or waived by them without the approval of Clement Pappas, QuebecLP, any other Grantor, any Revolving Credit Secured Party, or otherwise.

7.3 Purchase and Sale. On the date specified by the Term Loan Agent in such written notice (which shall not be less than five (5) nor more than thirty (30) Business Days after the receipt by the Revolving Credit Agent of the irrevocable notice from the Term Loan Agent of the Term Loan Secured Parties' election to exercise the purchase option), the Revolving Credit Agent and the Revolving Credit Lenders shall sell to the participating Term Loan Lenders (the "Purchasing Term Loan Lenders"), and the Purchasing Term Loan Lenders shall, subject to any required approval of any court or other governmental authority, if any, purchase from the Revolving Credit Secured Parties (the "Revolving Credit Obligations Purchase"), the Revolving Credit Purchase Amount as set forth in such written notice; provided, that, the Revolving Credit Agent and the Revolving Credit Lenders shall retain all rights (a) to receive payments in respect of any the Revolving Credit Obligations in excess of the Revolving Credit Purchase Amount, if any (such obligations referred to herein as the "Retained Revolving Credit Obligations"), and (b) to continue to be indemnified or held harmless by the Grantors in accordance with the terms of the Revolving Credit Documents. In connection with the Revolving Credit Obligations Purchase, each Revolving Credit Lender and each Purchasing Term Loan Lender shall execute and deliver an assignment and acceptance agreement, in form reasonably acceptable to all signatories, pursuant to which, among other things, each Revolving Credit Lender shall assign to the Purchasing Term Loan Lenders such Revolving Credit Lender's pro rata share of the Commitments and Revolving Credit Obligations relating to the Revolving Credit Obligations Purchase. In addition to and not in limitation of the foregoing, (i) contemporaneously with the consummation of the Revolving Credit Obligations Purchase, the Revolving Credit Agent shall resign as the "Agent" under the Revolving Credit Documents (and shall execute and deliver, at the Purchasing Term Loan Lenders' expense, all such documents and instruments reasonably requested by the Term Loan Agent and/or Purchasing Term Loan Lenders to assign and transfer any Common Collateral, together with any and all rights under third-party agreements related to Common Collateral and/or access thereto, to the applicable successor Agent and to maintain the validity, perfection and priority of the Liens on the Common Collateral in favor of the successor Agent) and the Term Loan Agent or such other Person as the Purchasing Term Loan Lenders shall designate, shall be designated as the successor "Agent" under the Revolving Credit Documents, and (ii) from and after the Revolving Credit Purchase Date, solely to the extent that the amount of the Retained Revolving Credit Obligations is greater than zero, each of the Revolving Credit Lenders who execute and deliver an assignment and acceptance agreement with the Purchasing Term Loan Lenders (the "Revolving Credit Transferring Lenders") shall continue to be, and shall have all rights and remedies of, a "Lender" under the Revolving Credit Documents to the extent of their pro rata share of the Retained Revolving Credit Obligations; except, that, each such Revolving Credit Transferring Lender shall have no further obligation whatsoever to make any loans, advances or other financial accommodations to or for the benefit of any Grantor under any Revolving Credit Documents and each such Revolving Credit Transferring Lender shall execute an amendment acknowledging that such Retained Revolving Credit Obligations is a last-out tranche, payable only after all of the Term Loan Obligations (other than any Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations) and other Revolving Credit Obligations is paid in full. Interest and other amounts with respect to the Retained Revolving Credit Obligations shall continue to be paid in accordance with the terms of the Revolving Credit Documents, and the

Retained Revolving Credit Obligations shall continue to be secured by the Common Collateral on a junior basis to all other Revolving Credit Obligations and all Term Loan Obligations (other than any Term Loan Obligations in excess of the Maximum Priority Shared Collateral Obligations).

7.4 Payment of Purchase Price.

(a) Upon the effective date of the Revolving Credit Obligations Purchase (the "Revolving Credit Purchase Date"), the Purchasing Term Loan Lenders shall (i) pay to the Revolving Credit Agent, for the benefit of the Revolving Credit Lenders, as the purchase price therefor, the full amount of the Revolving Credit Purchase Amount then outstanding and unpaid (including principal interest, Revolving Credit Obligations consisting of Hedging Obligations fees and expenses, including reasonable attorneys' fees and expenses), (ii) without duplication, and to the extent included in the Revolving Credit Purchase Amount, furnish or cause to be furnished to the Revolving Credit Agent cash collateral in a manner and in such amounts as the Revolving Credit Agent determines is reasonably necessary to secure the Revolving Credit Agent in connection with any issued and outstanding letters of credit and Bank Product Obligations provided by the Revolving Credit Secured Parties (including, without limitation, letters of credit that the Revolving Credit Agent has arranged to be provided by third parties pursuant to the financing arrangements of the Revolving Credit Secured Parties with Grantors) to Grantors (but not in any event in an amount greater than one hundred five (105%) percent of the aggregate undrawn face amount of such letters of credit, and in respect of indemnification obligations of Grantors under the Revolving Credit Documents as to matters or circumstances knows to Revolving Credit Secured Parties and disclosed in writing to Term Loan Agent (unless such disclosure is not permitted under applicable law) at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to Revolving Credit Secured Parties, and (iii) agree to indemnify and hold harmless the Revolving Credit Secured Parties from and against any loss, liability, claim, damage or expense (including reasonable fees and expenses of legal counsel) arising out of any claim asserted by a third party in respect of the Revolving Credit Obligations (other than the Retained Revolving Credit Obligations) as a direct result of any acts by the Term Loan Agent or any other Term Loan Secured Party occurring after the Revolving Credit Purchase Date, to the extent found by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Term Loan Secured Party. On the 90th day following the delivery of such cash collateral, the Revolving Credit Agent shall remit to the Term Loan Agent any portion of such cash collateral that has not yet been applied to the obligations of the Grantors under the Revolving Credit Documents in excess of 105% of the aggregate undrawn face amount of letters of credit and, thereafter, on each date on which such a letter of credit is drawn or surrendered, promptly (and in any event within two (2) Business Days) the Revolving Credit Agent shall remit to the Term Loan Agent cash collateral in an amount equal to 105% of the face amount of such letter of credit, less amounts previously applied to obligations of the Grantors under the Revolving Credit Documents and related thereto.

(b) Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of the Revolving Credit Agent in New York, New York, as the Revolving Credit Agent may designate in writing to the Term Loan Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by Term Loan Secured Parties to the bank account designated by the Revolving Credit Agent are received in such bank account prior to 12:00 noon, New York City time, and

interest shall be calculated to and including such Business Day if the amounts so paid by the Term Loan Secured Parties to the bank account designated by the Revolving Credit Agent are received in such bank account later than 12:00 noon, New York City time.

(c) Subsequent to the Revolving Credit Purchase Date, after the payment in full in cash of the Term Loan Obligations up to the Maximum Priority Shared Collateral Obligations in respect thereof and the payment in full in cash of the Revolving Credit Obligations purchased by the Purchasing Term Loan Lenders pursuant to this Section 7, including principal, interest and fees thereon and costs and expense of collection thereof (including reasonable attorneys' fees and legal expenses), the Term Loan Secured Parties shall remit to the Revolving Credit Agent, for itself and for the benefit of the Revolving Credit Lenders, any sums or amounts received by the Term Loan Agent or any Term Loan Secured Party from any Grantor or from any Common Collateral, for application to the full amount of all Retained Revolving Credit Obligations outstanding and unpaid (together with interest thereon at the highest applicable rate set forth in the Revolving Credit Agreement as in effect on the date of the purchase), which sums or amounts shall be remitted within three (3) Business Days after receipt thereof by the Term Loan Agent or any such Term Loan Secured Party.

7.5 Representations Upon Purchase and Sale. Such Revolving Credit Obligations Purchase shall be expressly made without representation or warranty of any kind by the Revolving Credit Agent or any Revolving Credit Secured Party as to the Revolving Credit Obligations or otherwise and without recourse to the Revolving Credit Secured Parties; except, that, the Revolving Credit Lender that is transferring such Revolving Credit Obligations shall represent and warrant: (a) the amount of the Revolving Credit Obligations being purchased from it and is reflected in the books and records of such Revolving Loan Secured Party (but without representation or warranty as to the collectability, validity or enforceability thereof), (b) that such Revolving Credit Lender owns the Revolving Credit Obligations free and clear of any Liens or encumbrances and (c) that such Revolving Credit Lender has the right to assign such Revolving Credit Obligations and the assignment is duly authorized.

7.6 Notice from Revolving Credit Agent Prior to Revolving Credit Lien Enforcement Action. In the absence of Exigent Circumstances, the Revolving Credit Agent, for itself and on behalf of the Revolving Credit Secured Parties, agrees that it will give each Shared Collateral Agent ten (10) Business Days' prior written notice of its intention to commence the exercise of any Revolving Credit Lien Enforcement Action against the Common Collateral. In the event that during such ten (10) Business Day period, the Term Loan Agent shall send to the Revolving Credit Agent the irrevocable notice of the Term Loan Secured Parties' intention to exercise the purchase option given by the Revolving Credit Secured Parties to the Term Loan Secured Parties under this Section 7, the Revolving Credit Secured Parties shall not commence a Revolving Credit Lien Enforcement Action (provided, that, continuing collection of accounts receivable and other actions permitted under the Revolving Credit Documents when no Revolving Credit Event of Default exists shall not be prohibited hereunder); provided, further, that, the Revolving Credit Secured Parties' forbearance as aforesaid shall terminate if an Exigent Circumstance shall exist (in which case, the Revolving Credit Agent agrees to provide prompt notice of such Exigent Circumstance to the Term Loan Agent and agrees to consult with the Term Loan Agent prior to the commencement of any Revolving Credit Lien Enforcement Action deemed necessary by the Revolving Credit Agent unless such Exigent Circumstances require otherwise) or if the purchase and sale with respect to the Revolving

Credit Obligations provided for herein shall not have closed within twenty (20) Business Days after the receipt by the Revolving Credit Agent of the irrevocable notice from the Term Loan Agent, and the Revolving Credit Secured Parties shall not have received payment in full of the Revolving Credit Purchase Amount as provided for herein within such twenty (20) Business Day period.

Section 8. **Access and Use of Shared Collateral Priority Collateral**

8.1 Access and Use Rights of Revolving Credit Agent. In the event that either Shared Collateral Agent shall acquire control or possession of any of the Shared Collateral Priority Collateral or shall, through the exercise of remedies under any Shared Collateral Documents or otherwise, sell any of the Shared Collateral Priority Collateral to any third party (a "Third Party Purchaser"), the applicable Shared Collateral Agent shall permit the Revolving Credit Agent (or require as a condition of such sale to the Third Party Purchaser that the Third Party Purchaser agree to permit the Revolving Collateral Agent), at the Revolving Credit Agent's option and in accordance with applicable law, and at the expense of the Revolving Secured Parties: (a) to enter and use any or all of the Shared Collateral Priority Collateral under such control or possession (or sold to a Third Party Purchaser) consisting of real property and the improvements, structures, buildings thereon and all related rights during normal business hours or in order to inspect, remove or take any action with respect to the Revolving Credit Priority Collateral or to enforce the Revolving Credit Agent's rights with respect thereto, including, but not limited to, the examination and removal of Revolving Credit Priority Collateral and the examination and duplication of the books and records of any Grantor related to the Revolving Credit Priority Collateral, or to otherwise handle, deliver, ship, transport, deal with or dispose of any Revolving Credit Priority Collateral, such right to include, without limiting the generality of the foregoing, the right to conduct one or more public or private sales or auctions thereon; and (b) use any of the Shared Collateral Priority Collateral under such control or possession (or sold to a Third Party Purchaser) consisting of equipment (including computers or other data processing equipment related to the storage or processing of records, documents or files pertaining to the Revolving Credit Priority Collateral) or other equipment to handle, deal with or dispose of any Revolving Credit Priority Collateral pursuant to the rights of the Revolving Credit Agent and the other Revolving Credit Secured Parties as set forth in the Revolving Credit Documents, the UCC of any applicable jurisdiction and other applicable law. Neither Shared Collateral Agent shall have any responsibility or liability for the acts or omissions of the Revolving Credit Agent or any of the other Revolving Credit Secured Parties, and the Revolving Credit Agent and the other Revolving Credit Secured Parties shall not have any responsibility or liability for the acts or omissions of either Shared Collateral Agent, in each case arising in connection with such other Person's use and/or occupancy of any of the Shared Collateral Priority Collateral. The rights of the Revolving Credit Agent set forth in clauses (a) and (b) above as to the Shared Collateral Priority Collateral (collectively, the "Access and Use Rights") shall be irrevocable and shall continue at the Revolving Credit Agent's option for a period of one hundred and twenty (120) days as to any such Shared Collateral Priority Collateral from the date on which either Shared Collateral Agent has notified the Revolving Credit Agent that such Shared Collateral Agent has acquired possession or control of such Shared Collateral Priority Collateral. The time periods set forth herein shall be tolled during the pendency of any proceeding of a Grantor under the Bankruptcy Code or any other Bankruptcy Law or proceedings pursuant to which the Revolving Credit Agent is effectively stayed from enforcing its rights against the Revolving Credit Priority Collateral. In no event shall either Shared Collateral Agent or any of the Shared Collateral Secured Parties take any action to interfere, limit or restrict the Access and Use Rights of the Revolving Credit Agent or the exercise of such

rights by the Revolving Credit Agent pursuant to this Section 8.1 prior to the expiration of such periods.

8.2 Responsibilities of Revolving Credit Secured Parties. The Revolving Credit Agent shall reimburse the Term Loan Agent for any physical damage to any Shared Collateral Priority Collateral used by Revolving Credit Agent as a direct result of the actions of the Revolving Credit Agent (or its representatives) in exercising its Access and Use Rights as provided in Section 8.1 above (but not any diminution in value of the Shared Collateral Priority Collateral resulting from ordinary wear and tear of such Shared Collateral Priority Collateral or from the Revolving Credit Agent so dealing with any Revolving Credit Priority Collateral) and the Revolving Credit Agent and Revolving Credit Lenders shall indemnify and hold harmless the Term Loan Agent and the Shared Collateral Secured Parties from any claim, loss, damage, cost or liability arising from any claim by a third party against Shared Collateral Agent and the other Shared Collateral Secured Parties as a direct result of any action by Revolving Credit Agent (or its representatives) to the extent not covered by insurance. Shared Collateral Agent shall not have any responsibility or liability for the acts or omissions of Revolving Credit Agent or any of the other Revolving Credit Secured Parties, and Revolving Credit Agent and the other Revolving Credit Secured Parties shall not have any responsibility or liability for the acts and omissions of Shared Collateral Agent, in each case arising in connection with such other Person's use and/or occupancy of any of the Shared Collateral Priority Collateral.

8.3 Intellectual Property. In addition to and not in limitation of Section 8.1, on and after a Revolving Credit Event of Default, each Shared Collateral Agent hereby grants to the Revolving Credit Agent a non-exclusive, irrevocable royalty free license with respect to any Shared Collateral Priority Collateral (including Intellectual Property) pertaining to the Revolving Credit Priority Collateral for the purpose of disposing, collecting, or otherwise realizing on any of the Revolving Credit Priority Collateral. Notwithstanding anything to the contrary contained herein, any purchaser or assignee of Revolving Credit Priority Collateral pursuant to the exercise by the Revolving Credit Agent of any of its rights or remedies with respect thereto shall have the right to sell or otherwise dispose of any such Revolving Credit Priority Collateral to which any such Intellectual Property is affixed or embedded.

Section 9. **Reliance; Waivers; etc.**

9.1 Reliance.

(a) The consent by the Revolving Credit Secured Parties to the execution and delivery of the Shared Collateral Documents and the grant to each Shared Collateral Agent on behalf of the Shared Collateral Secured Parties of a Lien on the Common Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by the Revolving Credit Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Agreement.

(b) The consent by the Shared Collateral Secured Parties to the execution and delivery of the Revolving Credit Documents and the grant to the Revolving Credit Agent on behalf of the Revolving Credit Secured Parties of a Lien on the Common Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by any Shared Collateral

Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Agreement.

9.2 No Warranties or Liability.

(a) Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, acknowledges and agrees that each of the Revolving Credit Agent and the other Revolving Credit Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Revolving Credit Documents, the ownership of any Common Collateral or the perfection or priority of any Liens thereon. Each Shared Collateral Agent agrees, for itself and on behalf of the other applicable Shared Collateral Secured Parties, that the Revolving Credit Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the Revolving Credit Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Revolving Credit Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that any Shared Collateral Agent or any of the other Shared Collateral Secured Parties have in the Common Collateral or otherwise, except as otherwise provided in this Agreement. Neither the Revolving Credit Agent nor any of the other Revolving Credit Secured Parties shall have any duty to either Shared Collateral Agent or any of the other Shared Collateral Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including any Shared Collateral Documents), regardless of any knowledge thereof which they may have or with which they may be charged.

(b) The Revolving Credit Agent, for itself and on behalf of the other Revolving Credit Secured Parties, acknowledges and agrees that each Shared Collateral Agent and the other applicable Shared Collateral Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Shared Collateral Documents, the ownership of any Common Collateral or the perfection or priority of any Liens thereon. The Revolving Credit Agent agrees, for itself and on behalf of the other Revolving Credit Secured Parties, that the Shared Collateral Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the applicable Shared Collateral Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Shared Collateral Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that the Revolving Credit Agent or any of the other Revolving Credit Secured Parties have in the Common Collateral or otherwise, except as otherwise provided in this Agreement. No Shared Collateral Agent or any other applicable Shared Collateral Secured Party shall have any duty to the Revolving Credit Agent or any of the other Revolving Credit Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the Revolving Credit Documents), regardless of any knowledge thereof which they may have or with which they may be charged.

9.3 No Waiver of Lien Priorities.

(a) No right of the Revolving Credit Agent or any of the other Revolving Credit Secured Parties to enforce any provision of this Agreement or any of the Revolving Credit

Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by the Revolving Credit Agent or any other Revolving Credit Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any of the Revolving Credit Documents or any of the Shared Collateral Documents, regardless of any knowledge thereof which the Revolving Credit Agent or any of the other Revolving Credit Secured Parties may have or be otherwise charged with.

(b) No right of either Shared Collateral Agent or any of the other applicable Shared Collateral Secured Parties to enforce any provision of this Agreement or any of the Shared Collateral Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by either Shared Collateral Agent or any other applicable Shared Collateral Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any of the Shared Collateral Documents or any of the Revolving Credit Documents, regardless of any knowledge thereof which either Shared Collateral Agent or any of the other applicable Shared Collateral Secured Parties may have or be otherwise charged with.

(c) Each Shared Collateral Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Revolving Loan Priority Collateral or any other similar rights a junior secured creditor may have under applicable law.

(d) The Revolving Credit Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Shared Collateral Priority Collateral or any other similar rights a junior secured creditor may have under applicable law.

9.4 Amendments to Documents.

(a) Without in any way limiting the generality of Section 9.3(a) above (but subject to the rights of the Grantors under the Revolving Credit Documents), the Revolving Credit Agent and any of the other Revolving Credit Secured Parties may, at any time and from time to time, without the consent of, or notice to, either Shared Collateral Agent or any other Shared Collateral Secured Party, without incurring any liabilities to either Shared Collateral Agent or any other Shared Collateral Secured Party and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of either Shared Collateral Agent or any other Shared Collateral Secured Party is affected, impaired or extinguished thereby) do any one or more of the following:

(i) change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the Revolving Credit Obligations or any Lien on any Common Collateral or guaranty thereof or any liability of any Grantor, or any liability incurred directly or indirectly in respect thereof or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the Revolving Credit Agent or any of the other Revolving Credit Secured Parties, the Revolving Credit Obligations or any

of the Revolving Credit Documents; except, that, absent the prior written consent of the Term Loan Agent, no Revolving Credit Secured Party shall consent to any amendment, modification or waiver to the Revolving Credit Documents (or to any refinancing as provided under Section 10.3) that:

(A) results in the sum of (1) the aggregate principal amount of Revolving Loans and Swingline Loans outstanding under the Revolving Credit Documents, plus (2) the unused portion of the aggregate Revolving Credit Commitments under the Revolving Credit Documents, plus (3) the aggregate face amount of all letters of credit issued or deemed issued and outstanding under the Revolving Credit Documents (in the case of each of the foregoing clauses (1), (2) and (3), as determined after giving effect to such amendment, modification or waiver) exceeding the Maximum Priority Revolving Credit Obligations,

(B) (1) increases the "Applicable Margins" or similar component of the interest rate under the Revolving Credit Agreement in a manner that would result in the total yield on the Revolving Credit Obligations to exceed by more than three (3%) percent per annum the total yield on the Revolving Credit Obligations as in effect on the date hereof (excluding increases resulting from the accrual or payment of interest at the default rate) or (2) increases the Total Revolving Commitment to an amount in excess of the Maximum Priority Revolving Credit Obligations,

(C) amends or modifies the definition of Excess Availability or Availability Block;

(D) modifies or adds any covenant or event of default under the Revolving Credit Documents that directly restricts Holdings, Clement Pappas or its subsidiaries, directly or indirectly through LuxCo and/or QuebecLP, from making payments of the Shared Collateral Obligations that would otherwise be permitted under the Revolving Credit Documents as in effect on the date hereof,

(E) except for permitted liens or permitted encumbrances as provided for under the Revolving Credit Documents (as in effect on the date hereof) or as contemplated by Section 6.1 for a Revolver DIP Financing, contractually subordinates the Liens of the Revolving Credit Secured Parties in the Revolving Credit Priority Collateral to any other secured obligations of Grantors secured by Liens in the Revolving Credit Priority Collateral,

(F) modifies the prepayment provisions of the Revolving Credit Agreement that require mandatory prepayments or permanent reductions of the commitments thereunder to increase the amount of such required prepayments or permanent reductions,

(G) extends the stated maturity date of the indebtedness under the Revolving Credit Agreement to a date beyond the then-applicable stated maturity date of the term loans under the Term Loan Agreement, or

(H) adds or makes more restrictive any financial covenant, default or event of default provisions set forth in the Revolving Credit Documents other than as imposed as a result of a Revolving Credit Event of Default and otherwise in accordance with this Agreement; provided, that, nothing contained in any clause of this Section 9.4(a)(i)(H) or any other provision of this Agreement shall in any manner be construed to mean or deemed to limit, impair or otherwise

affect the rights of the Revolving Credit Agent and Revolving Credit Lenders to establish, reduce and release reserves or change eligibility criteria from time to time in accordance with the Revolving Credit Agreement as in effect on the date hereof (other than in connection with Permitted Specified Repayments as prohibited by Section 4.3 hereof),

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Revolving Loan Priority Collateral or any liability of any Grantor to the Revolving Credit Agent or any of the other Revolving Credit Secured Parties, or any liability incurred directly or indirectly in respect thereof in accordance with the terms hereof; and

(iii) exercise or delay in or refrain from exercising any right or remedy against any Grantor or any other Person, elect any remedy and otherwise deal freely with any Grantor or any Revolving Loan Priority Collateral and any security and any guarantor or any liability of any Grantor to any of the Revolving Credit Secured Parties or any liability incurred directly or indirectly in respect thereof.

(b) Without in any way limiting the generality of Section 9.3(b) above (but subject to the rights of the Grantors under the Shared Collateral Documents), either Shared Collateral Agent and any of the other Shared Collateral Secured Parties may, at any time and from time to time, without the consent of, or notice to, the Revolving Credit Agent or any other Revolving Credit Secured Party, without incurring any liabilities to the Revolving Credit Agent or any other Revolving Credit Secured Party and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of the Revolving Credit Agent or any other Revolving Credit Secured Party is affected, impaired or extinguished thereby) do any one or more of the following:

(i) change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the applicable Shared Collateral Obligations or any Lien on any Common Collateral or guaranty thereof or any liability of any Grantor, or any liability incurred directly or indirectly in respect thereof or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the applicable Shared Collateral Agent or any of the other applicable Shared Collateral Secured Parties, the applicable Shared Collateral Obligations or any of the applicable Shared Collateral Documents; except, that, absent the prior written consent of the Revolving Credit Agent, no Shared Collateral Secured Party shall consent to any amendment, modification or waiver to the applicable Shared Collateral Documents (or to any refinancing as provided under Section 10.3) that:

(A) results in the sum of the aggregate principal amount of loans outstanding under the Shared Collateral Documents (as determined after giving effect to such amendment, modification or waiver) exceeding the Maximum Priority Shared Collateral Obligations,

(B) increases the "Applicable Margin" or similar component of the interest rate under the Shared Collateral Documents in a manner that would result in the total yield on the applicable Shared Collateral Obligations to exceed by more than three percent (3%) the total

yield on such Shared Collateral Obligations as in effect on the date hereof (excluding increases resulting from the accrual of interest at the default rate),

(C) modifies or adds any covenant or event of default under any Shared Collateral Documents that directly restricts Holdings or Clement Pappas or its subsidiaries from making payments of the Revolving Credit Obligations that would otherwise be permitted under such Shared Collateral Documents as in effect on the date hereof,

(D) except for permitted liens or permitted encumbrances as provided for under the Shared Collateral Documents (as in effect on the date hereof) or as contemplated by Section 6.1 for a Term Loan DIP Financing, contractually subordinates the Liens of the Shared Collateral Secured Parties in the Shared Collateral Priority Collateral to any other secured obligations of Grantors secured by Liens in the Shared Collateral Priority Collateral,

(E) amends or modifies the definition of Excess Cash Flow or the prepayment provisions of the applicable Shared Collateral Documents that require mandatory prepayments to increase the amount or frequency of such required prepayments (but which shall not inhibit any increases or additions of prepayment penalties or premiums),

(F) accelerates the stated maturity date of the indebtedness under the applicable Shared Collateral Documents to a date less than six (6) months after the final stated maturity date of the indebtedness under the Revolving Credit Agreement as of the date hereof, or

(G) adds or makes more restrictive any financial covenant, default or event of default provisions set forth in the applicable Shared Collateral Documents, other than imposed as a result of a Shared Collateral Event of Default and otherwise in accordance with this Agreement.

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Shared Collateral Priority Collateral or any liability of any Grantor to either Shared Collateral Agent or any of the other applicable Shared Collateral Secured Parties, or any liability incurred directly or indirectly in respect thereof in accordance with the terms hereof; and

(iii) exercise or delay in or refrain from exercising any right or remedy against any Grantor or any other Person, elect any remedy and otherwise deal freely with any Grantor or any Shared Collateral Priority Collateral and any security and any guarantor or any liability of any Grantor to any of the Shared Collateral Secured Parties or any liability incurred directly or indirectly in respect thereof.

Section 10. **Miscellaneous.**

10.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any Revolving Credit Document or any Shared Collateral Document, the provisions of this Agreement shall govern.

10.2 Continuing Nature of this Agreement; Severability. This Agreement shall continue to be effective until the first to occur of the Discharge of Revolving Credit Obligations and the

Discharge of Shared Collateral Obligations. This is a continuing agreement of lien subordination and the Secured Parties may continue, at any time and without notice to the other Secured Parties, to extend credit and other financial accommodations and lend monies to or for the benefit of any Grantor constituting Revolving Credit Obligations and/or Shared Collateral Obligations (as applicable) in reliance hereof. Each Shared Collateral Loan Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, and the Revolving Credit Agent, for itself and on behalf of the Revolving Credit Secured Parties, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.3 Refinancing.

(a) Refinancing Permitted. As an agreement among the Secured Parties only and without prejudice to any rights of the Secured Parties under the Revolving Credit Documents and Shared Collateral Documents, as applicable, the Revolving Credit Obligations and/or the Shared Collateral Obligations may be refinanced in their entirety if (i) the terms and provisions of any such refinancing debt, if instead implemented as modifications to the debt being refinanced, could be effected without the consent of the Agent to the debt not being refinanced, in accordance with the provisions of Section 9.4 hereof, and (ii) the holders of such indebtedness, or a duly authorized agent on their behalf, agree in writing to be bound by the terms of this Agreement. The Revolving Credit Agent, for itself and on behalf of the Revolving Credit Secured Parties, and each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, agree, in connection with any refinancing of the Revolving Credit Obligations and/or the Shared Collateral Obligations permitted by this Section 10.3(a), promptly to enter into such documents and agreements (including amendments or supplements to this Agreement) as Grantors may reasonably request to reflect such refinancing; provided, that, the rights and powers of the Secured Parties contemplated hereby shall not be affected thereby.

(b) Effect of Refinancing.

(i) If substantially contemporaneously with the Discharge of Revolving Credit Obligations, Clement Pappas refinances indebtedness outstanding under the Revolving Credit Documents in accordance with the provisions of Section 10.3(a), then after written notice to each Shared Collateral Agent, (A) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the Revolving Credit Documents shall automatically be treated as Revolving Credit Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Common Collateral set forth herein, (B) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the Revolving Credit Agreement and the Revolving Credit Documents for all purposes of this Agreement and (C) the agent under the new Revolving Credit Agreement shall be deemed to be the Revolving Credit Agent for all purposes of this Agreement. Upon receipt of notice of such refinancing (including the identity of the new Revolving Credit Agent), each Shared Collateral Agent shall promptly enter into such documents and agreements

(including amendments or supplements to this Agreement) as Clement Pappas or the new Revolving Credit Agent may reasonably request in order to provide to the new Revolving Credit Agent the rights of the Revolving Credit Agent contemplated hereby.

(ii) If substantially contemporaneously with the Discharge of Shared Collateral Obligations, QuebecLP and Clement Pappas refinance indebtedness outstanding under the Shared Collateral Documents in accordance with the provisions of Section 10.3(a), then after written notice to the Revolving Credit Agent, (A) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the Shared Collateral Documents shall automatically be treated as Shared Collateral Obligations (and as LuxCo Loan Obligations and Term Loan Obligations, as applicable) for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Common Collateral set forth herein, (B) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the Term Loan Agreement and the Term Loan Documents (and/or the LuxCo Loan Agreement and LuxCo Loan Documents, as applicable) for all purposes of this Agreement and (C) the agent under the new Term Loan Agreement shall be deemed to be the Term Loan Agent, and the agent under the new LuxCo Loan Agreement shall be deemed to be the LuxCo Loan Agent, for all purposes of this Agreement. Upon receipt of notice of such refinancing (including the identities of the new Shared Collateral Agents), the Revolving Credit Agent and each Shared Collateral Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as Clement Pappas or the new Shared Collateral Agents may reasonably request in order to provide to the new Shared Collateral Agents the rights of the Shared Collateral Agents contemplated hereby.

10.4 Amendments; Waivers. No amendment or modification of any of the provisions of this Agreement by either Shared Collateral Agent or the Revolving Credit Agent shall be deemed to be made unless the same shall be in writing signed on behalf of both of each Shared Collateral Agent and the Revolving Credit Agent (as directed pursuant to the applicable Shared Collateral Documents or Revolving Credit Documents, as the case may be). No waiver of any of the provisions of this Agreement shall be deemed to be made unless the same shall be in writing signed by the party making the same or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. The Grantors shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Agreement; *provided*, *however*, no Grantors shall be bound by any such amendment, modification or waiver unless such Grantors shall have consented thereto.

10.5 Subrogation.

(a) Each Shared Collateral Loan Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, hereby agrees not to assert any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Revolving Credit Obligations has occurred.

(b) The Revolving Credit Agent, for itself and on behalf of the Revolving Credit Secured Parties, hereby agrees not to assert any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Shared Collateral Obligations has occurred.

10.6 Consent to Jurisdiction; Waivers. Each of the parties hereto consents to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and consents that all service of process may be made by registered mail directed to such party as provided in Section 10.7 below for such party. Service so made shall be deemed to be completed three (3) days after the same shall be posted as aforesaid. The parties hereto waive any objection to any action instituted hereunder based on forum non conveniens, and any objection to the venue of any action instituted hereunder. Each of the parties hereto waives any right it may have to trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Agreement or any other Loan Document, or any course of conduct, course of dealing, verbal or written statement or action of any party hereto.

10.7 Notices. All notices to any Shared Collateral Secured Parties or any Revolving Credit Secured Parties permitted or required under this Agreement may be sent to the applicable Shared Collateral Agent and the Revolving Credit Agent, respectively. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, electronically mailed or sent by courier service, facsimile transmission or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile transmission or electronic mail or four (4) Business Days after deposit in the U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

Revolving Credit Agent:	BMO HARRIS BANK N.A. 111 West Monroe Street Chicago, Illinois 60603 Attention: Asset Based Lending Telephone: (312) 461-2116 Facsimile: (312) 765-1641
With copies to:	Goldberg Kohn Ltd. 55 East Monroe Street Suite 3300 Chicago IL 60603 Attention: David L. Dranoff Telephone: (312) 201-3939 Facsimile: (312) 863-7439
Term Loan Agent or LuxCo Loan Agent:	Jefferies Finance LLC 520 Madison Avenue New York, New York 10022 Attention: Account Manager – Clement Pappas Telephone: (212) 708-2346 Facsimile: (212) 284-3444

10.8 Further Assurances.

(a) Each Shared Collateral Agent agrees that it shall, for itself and on behalf of the other applicable Shared Collateral Secured Parties, take such further action and shall execute and deliver to the Revolving Credit Agent such additional documents and instruments (in recordable form, if requested) as the Revolving Credit Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Agreement.

(b) The Revolving Credit Agent agrees that it shall, for itself and on behalf of the Revolving Credit Secured Parties, take such further action and shall execute and deliver to each Shared Collateral Agent such additional documents and instruments (in recordable form, if requested) as such Shared Collateral Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Agreement.

10.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

10.10 Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

10.11 Binding on Successors and Assigns. This Agreement shall be binding upon the Revolving Credit Agent, the other Revolving Credit Secured Parties, each Shared Collateral Agent, the other applicable Shared Collateral Secured Parties, Grantors and their respective successors and assigns.

10.12 Specific Performance.

(a) The Revolving Credit Agent may demand specific performance of this Agreement. Each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the Revolving Credit Agent.

(b) Each Shared Collateral Agent may demand specific performance of this Agreement. The Revolving Credit Agent, for itself and on behalf of the Revolving Credit Secured Parties, and each Shared Collateral Agent, for itself and on behalf of the other applicable Shared Collateral Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by either Shared Collateral Agent.

10.13 Section Titles; Time Periods. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement.

10.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document.

Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or electronic transmission (in pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

10.15 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

10.16 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of the holders of Revolving Credit Obligations and the Shared Collateral Obligations. No other Person (including, without limitation, Clement Pappas, QuebecLP, Canadian GP, ALI, Lassonde, any Guarantor or any of their respective creditors) shall have or be entitled to assert rights or benefits hereunder.

10.17 Additional Grantors. Clement Pappas shall cause each of its subsidiaries that becomes a Grantor to acknowledge and consent to the terms of this Agreement by causing such subsidiary to execute and deliver to the parties hereto a Grantor Joinder, substantially in the form of Annex B hereto, pursuant to which such subsidiary shall agree to be bound by the terms of the attached Acknowledgment and Agreement to the same extent as if it had executed and delivered same as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REVOLVING CREDIT AGENT

BMO HARRIS BANK N.A.,
as Revolving Credit Agent

By: _____
Name: _____
Title: _____

TERM LOAN AGENT

JEFFERIES FINANCE LLC,
as Term Loan Agent

By: _____
Name: _____
Title: _____

LUXCO LOAN AGENT

JEFFERIES FINANCE LLC,
as LuxCo Loan Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned hereby acknowledges and agrees to the representations, terms and provisions of the Intercreditor Agreement among BMO HARRIS BANK N.A., in its capacity as agent for the Revolving Credit Secured Parties (in such capacity, the "Revolving Credit Agent"), JEFFERIES FINANCE LLC, in its capacity as agent for the Term Loan Secured Parties (in such capacity, the "Term Loan Agent"), and JEFFERIES FINANCE LLC, in its capacity as agent for the LuxCo Loan Secured Parties (in such capacity, the "LuxCo Loan Agent") of which this Acknowledgment and Agreement is a part. By its signature below, the undersigned agrees that it will, together with its successors and assigns, be bound by the provisions hereof.

Each of the undersigned agrees that (a) if any of the Revolving Credit Agent, the Term Loan Agent or the LuxCo Loan Agent holds Common Collateral it does so as bailee (under the UCC) for the other and is hereby authorized to and may turn over to such other Secured Party upon request therefor any such Common Collateral as provided in the Intercreditor Agreement, and (b) it will execute and deliver such additional documents and take such additional action as may be necessary in the reasonable opinion of the Revolving Credit Agent, the LuxCo Loan Agent or the Term Loan Agent to effectuate the provisions and purposes of the foregoing Intercreditor Agreement. Clement Pappas agrees to provide to the Term Loan Agent, the LuxCo Loan Agent and the Revolving Credit Agent a copy of each Grantor Joinder hereto executed and delivered pursuant to Section 10.17 of the Intercreditor Agreement.

Each of the undersigned acknowledges and agrees that: although it may sign this Agreement it is not a party hereto and does not and will not receive any right, benefit, priority or interest under or because of the existence of the foregoing Agreement, a breach by the undersigned of any of its obligations under the Intercreditor Agreement or this Acknowledgment and Agreement will constitute an Event of Default to the extent provided under the terms of each of the Revolving Credit Agreement, the LuxCo Loan Agreement and the Term Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

CLEMENT PAPPAS:

CLEMENT PAPPAS AND COMPANY, INC.

By: _____
Name: _____
Title: _____

HOLDINGS:

POMONA HOLDINGS, INC.

By: _____
Name: _____
Title: _____

OTHER GRANTORS:

[__]

By: _____
Name: _____
Title: _____

Annex A
to
Intercreditor Agreement

Revolving Credit Priority Collateral

All of each Grantor's, now owned or hereafter acquired:

(a) Accounts (as defined below);

(b) Inventory (as defined below);

(c) Related Intangibles (as defined below);

(d) Receivables (as defined below);

(e) investment property (as defined in the UCC) consisting of cash and Cash Equivalents (as defined below);

(f) all lockboxes, deposit accounts (as defined in the UCC) and, to the extent directly relating directly to any of the foregoing, securities accounts (as defined in the UCC) (but not deposit accounts or securities accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Grantor's employees);

(g) all loans payable by a Grantor to any other Grantor, to the extent made using proceeds of advances under the Revolving Credit Documents;

(h) Records (as defined in the UCC) and ledgers, databases, customer lists, books of account, records, software, tapes, cards, computer programs, computer disks or tapes, computer printouts, computer runs, and other computer prepared information to the extent directly relating to any of the foregoing;

(i) all rights under and proceeds of any policy of business interruption insurance; and

(j) products and Proceeds of the foregoing, in any form, including proceeds of insurance (other than business interruption insurance) and other insurance and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the foregoing Revolving Credit Priority Collateral;

but excluding, in each case, any property constituting identifiable proceeds of Shared Collateral Priority Collateral.

* *

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to, or on account of an Account.

"Accounts" means "accounts", as such term is defined in the UCC, and all present and future rights of a Grantor to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper or an instrument, (a) for Inventory that has been or is to be sold, leased, licensed, assigned or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a secondary obligation supporting the payment or performance of Accounts incurred or to be incurred, or (d) arising out of the use of a credit card or charge card or information contained on or for use with the card with respect to the payment of amounts constituting Accounts.

"Cash Equivalents" has the meaning as set forth in the Revolving Credit Agreement as in effect on the date hereof.

"Inventory" means "inventory", as such term is defined in the UCC, and inventory, goods, and merchandise to be furnished under any contract of service or held for sale or lease, returned goods, raw materials, work-in-process, finished goods (including embedded software), other materials and supplies of any kind, nature, or description which are used or consumed in a Person's business or used in connection with the packing, shipping, advertising, selling, or finishing of such goods, merchandise, and all documents of title, customs receipts, insurance certificates, shipping documents and other written materials related to the purchase or import of any Inventory or other documents representing them.

"Receivables" means the following now owned or hereafter arising or acquired property of an Grantor: (a) all Accounts; (b) all interest, fees, late charges, penalties, collection fees and other amounts due or to become due or otherwise payable in connection with any Account; (c) all instruments evidencing Accounts or Inventory, including, without limitation, all promissory notes relating to the foregoing; (d) all chattel paper (as defined in the UCC) with respect to, or otherwise representing or evidencing, Accounts or Inventory; (e) all documents representing or evidencing, Accounts or Inventory; and (f) the Proceeds of all of the foregoing.

"Related Intangibles" means (a) all general intangibles (as defined in the UCC), payment intangibles, contract rights, documents, commercial tort claims, choses in action or causes of actions or claims arising out of or supporting the payment or performance of Accounts or Inventory; (b) guaranty or warranty claims with respect to Accounts or Inventory; (c) all Instruments (as defined in the UCC), letters of credit, drafts, banker's acceptances and similar instruments of each Grantor supporting or received in consideration for any Inventory or Accounts of an Grantor; (d) all Supporting Obligations (as defined in the UCC) evidencing Accounts with respect to such Grantor and all present and future liens, security interests, rights, remedies, title and interest supporting or received or receivable in respect of Inventory and Accounts of an Grantor, including (i) rights and remedies under or relating to guaranties, indemnities, contracts of suretyship, letters of credit and credit and other insurance, (ii) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (iii) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Accounts, including returned, repossessed and reclaimed goods, and (iv) deposits by and property of Account Debtors or other Persons securing the obligations of Account Debtors, in each case for purposes of clauses (d)(i) through (iv), to the extent supporting or securing, or arising from, Accounts or Inventory of such Grantor, and (e) monies, credit balances, deposits and other property of each Grantor constituting proceeds of Accounts, Inventory or any of the foregoing now or hereafter held or received by or in transit to Revolving Credit Secured Parties or its affiliates or at

any other depository or other institution from or for the account of any Grantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise.

Annex B
to
Intercreditor Agreement

Form of Grantor Joinder

Reference is made to that certain Intercreditor Agreement, dated as of August __, 2011 (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among BMO HARRIS BANK N.A., in its capacity as agent for the Revolving Credit Secured Parties (in such capacity, the "Revolving Credit Agent"), JEFFERIES FINANCE LLC, in its capacity as agent for the Term Loan Secured Parties (in such capacity, the "Term Loan Agent") and JEFFERIES FINANCE LLC, in its capacity as agent for the LuxCo Loan Secured Parties (in such capacity, the "LuxCo Loan Agent"). Capitalized terms used herein without definition have the meaning assigned thereto in the Intercreditor Agreement.

This Grantor Joinder, dated as of _____ __, 20__ (this "Grantor Joinder"), is being delivered pursuant to Section 10.17 of the Intercreditor Agreement.

The undersigned, _____, a _____ (the "Additional Grantor"), hereby agrees to become a party to the Intercreditor Agreement as a Grantor thereunder, for all purposes thereof on the terms set forth therein, and to be bound by the terms of the Intercreditor Agreement as fully as if the Additional Grantor had executed and delivered the Intercreditor Agreement as of the date thereof.

This Grantor Joinder may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract.

THIS GRANTOR JOINDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The provisions of Section 10 of the Intercreditor Agreement shall apply with like effect to this Grantor Joinder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Additional Grantor has caused this Grantor Joinder to be duly executed by its authorized representative as of the day and year first above written.

[ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

EXHIBIT P

FORM OF
LUXCO ASSIGNMENT AGREEMENT

(To be Provided Separately)

LUXCO ASSIGNMENT AGREEMENT

Reference is made to the LuxCo Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among Pomona Merger Corp., a New Jersey corporation to be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation, (collectively, "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, as the lender, Jefferies Finance LLC as collateral agent and the guarantors party thereto. Unless otherwise defined herein, terms defined in the LuxCo Loan Agreement and used herein shall have the meanings given to them in the LuxCo Loan Agreement. This is the LuxCo Assignment Agreement (this "**Assignment**") referenced in each of the LuxCo Loan Agreement and the Term Loan Agreement.

1. Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, effective as of the Effective Date set forth below, all of the Assignor's rights and obligations under the LuxCo Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date (the "**Assigned Interest**"). From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the LuxCo Loan Agreement and have the rights and obligations of the Lender thereunder and under the Loan Documents and (ii) the Assignor shall relinquish its rights under the LuxCo Loan Agreement.

2. The Assignor represents and warrants that (a) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitment, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Assignment and (b) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby.

3. The Assignee (a) appoints and authorizes the Collateral Agent to take such action as collateral agent on its behalf and to exercise such powers and discretion under the LuxCo Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Collateral Agent by the terms thereof, together with such powers as are incidental thereto; and (b) agrees that it will be bound by the provisions of the LuxCo Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the LuxCo Loan Agreement are required to be performed by it as the Lender.

4. The effective date of this Assignment shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). From and after the Effective Date, Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date.

5. From and after the Effective Date, (a) the Assignee shall be a party to the LuxCo Loan Agreement and shall have the rights and obligations of the Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment, relinquish its rights under the LuxCo Loan Agreement.

6. This Assignment shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SCHEDULE 1

to

LuxCo Assignment Agreement

Effective Date of Assignment: _____

Legal Name of Assignor: Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*)

Legal Name of Assignee: _____

Assignee's Address for Notices: _____

_____

[Signature Page Follows]

The terms set forth above are hereby agreed to:

LASSONDE LUXEMBOURG,
as Assignor

By: _____
Name:
Title:

_____
as Assignee

By: _____
Name:
Title:

EXHIBIT Q

FORM OF
LENDER ADDENDUM

Reference is made to the Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, as Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, each of the Lenders party thereto, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Capitalized terms used but not defined herein have the meanings assigned in the Term Loan Agreement.

Upon execution and delivery of this Lender Addendum by the parties hereto as provided in Section 11.21 of the Term Loan Agreement, the undersigned hereby becomes a Lender thereunder having the Commitment set forth in Schedule 1 hereto, effective as of the Closing Date.

THIS LENDER ADDENDUM SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK).

This Lender Addendum may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this ___ day of August, 2011.

[LENDER]

By: _____
Name:
Title:

Accepted and agreed:

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower

By: 7925271 Canada inc.
Its: General Partner

By: _____
Name:
Title:

Accepted and agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By:_____
Name:
Title:

SCHEDULE 1 to
Lender Addendum

COMMITMENTS AND NOTICE ADDRESS

1. Name of Lender: [_____]
   Notice Address: [_____]
   Attention: [_____]
   Telephone: [_____]
   Facsimile: [_____]

2. Commitment: $[_____]

EXHIBIT R-1

FORM OF
CONVERTIBLE NOTE

(To be Provided Separately)

NOTE

$_____ New York, New York

_____

FOR VALUE RECEIVED, the undersigned, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Borrower**"), hereby promises to pay to Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the Convertible Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of _____ DOLLARS or, if less, the aggregate unpaid principal amount of the Loans of the Lender outstanding under the Convertible Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Convertible Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the Convertible Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date and amount of each Loan of the Lender outstanding under the Convertible Loan Agreement and the date and amount of each payment or prepayment of principal hereof; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the Convertible Loan Agreement.

This Note is the Note referred to in the Convertible Loan Agreement, dated as of August __, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Convertible Loan Agreement**"), among the Borrower and the Lender. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

Borrower hereby acknowledges Lender's right to convert all or any part of the Loan pursuant to the Conversion Right under Section 2.08 of the Convertible Loan Agreement.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the Convertible Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE CONVERTIBLE LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD

TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

LASSONDE LUXEMBOURG,

By: _____
Name:
Title:

EXHIBIT R-2

FORM OF
LUXCO NOTE

(To be Provided Separately)

NOTE

$_____ New York, New York

_____

FOR VALUE RECEIVED, the undersigned, Clement Pappas and Company, Inc., a New Jersey corporation (as successor by merger to Pomona Merger Corp., a New Jersey corporation) (the "**Borrower**"), hereby promises to pay to Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the LuxCo Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of _____ DOLLARS or, if less, the aggregate unpaid principal amount of all Loans of the Lender outstanding under the LuxCo Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the LuxCo Loan Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the rates, and on the dates, specified in Section 2.05 of the LuxCo Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the LuxCo Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Loan of the Lender outstanding under the LuxCo Loan Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to Section 2.07 of the LuxCo Loan Agreement and the principal amount subject thereto; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the LuxCo Loan Agreement.

This Note is the Note referred to in the LuxCo Loan Agreement, dated as of August __, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among the Borrower, the Lender, the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in LuxCo Loan Agreement) and Jefferies Finance LLC as collateral agent for the Secured Parties. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

This Note is secured and guaranteed as provided in the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents. Reference is hereby made to the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the LuxCo Loan Agreement, all amounts then remaining unpaid on this

Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LUXCO LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.