Pierre Van Houtte

- and -

Pierre Luc Van Houtte

- and -

Noémi Van Houtte

- and -

Famille Pierre Van Houtte Inc.

- and -

LJVH Holdings Inc.

SUPPORT AND VOTING AGREEMENT

May 4, 2007

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SUPPORT AND VOTING AGREEMENT

THIS AGREEMENT made as of the 4th day of May, 2007,

BETWEEN:	Pierre Van Houtte
AND:	Pierre Luc Van Houtte
AND:	Noémi Van Houtte
AND:	Famille Pierre Van Houtte Inc.
	(collectively, the "**Holders**" and each as a "**Holder**")
AND:	LJVH Holdings Inc.**,** a corporation governed under the laws of British Columbia (the **"Purchaser"*)***

WHEREAS the Purchaser and Van Houtte Inc. (the "**Corporation**") wish to enter into an acquisition agreement dated the date hereof (the "**Transaction Agreement**"), a copy of which is attached as Schedule "A" hereto, providing for the arrangement of Purchaser and the Corporation pursuant to Section 192 of the *Canada Business Corporations Act* (the "**Transaction**") on and subject to the terms and conditions of the Transaction Agreement, the result of which shall be the acquisition of control of the Corporation and its subsidiaries;

WHEREAS the Holders are the registered and/or beneficial owner of such number of Multiple Voting Shares and Subordinate Voting Shares in the share capital of the Corporation as set forth in Schedule "B" hereto (the "**Holder Shares**");

WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holders (i) to support the Transaction and to vote the Multiple Voting Shares and Subordinate Voting Shares of the Corporation owned by them in favour of the Transaction; and (ii) to comply with the restrictions and covenants set forth herein;

WHEREAS the Holders acknowledge that the Purchaser would not enter into the Transaction Agreement but for the execution and delivery of this Agreement by the Holders;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the respective agreements and covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"**Acquisition Proposal**" has the meaning ascribed thereto in the Transaction Agreement;

"**Affiliate**" has the meaning ascribed thereto in the CBCA;

"**Agreement**" means this voting and support agreement and all attached schedules, as the same may be supplemented, amended, restated or replaced from time to time;

"**Alternative Transaction**" has the meaning ascribed thereto in 2.4 hereof;

"**Board of Directors**" means the board of directors of the Corporation;

"**Business Day**" means any day, other than a Saturday, Sunday or a statutory holiday in the City of Montreal, Québec;

"**CBCA**" means the *Canada Business Corporations Act* as now in effect and as it may be amended from time to time prior to the Effective Date;

"**Circular**" means the notice of the Corporation Meeting and accompanying management information circular in the English and French languages, including all schedules thereto, to be prepared and sent by the Corporation to Shareholders in connection with the solicitation of proxies by management of the Corporation for use at the Corporation Meeting;

"**Claims**" includes claims, demands, accusations, notices, proceedings, complaints, actions, suits, causes of action, assessments or reassessments, charges, judgments, grievances, debts, liabilities, expenses, costs, damages or losses (including loss of value), professional fees (including reasonable fees and charges of legal counsel on a solicitor and his or her own client basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing (including the costs of enforcement of this Agreement);

"**Corporation**" has the meaning ascribed thereto in the preamble of this Agreement;

"**Corporation Meeting**" means the special meeting of Shareholders (including any adjournment thereof) that is to be convened to consider and, if deemed advisable, to approve the Transaction;

"**Disclosure Schedule**" means the disclosure schedule dated as of the date of the Transaction Agreement delivered by the Corporation to Purchaser prior to the execution of the Transaction Agreement;

"**Effective Date**" has the meaning ascribed thereto in the Transaction Agreement;

"**Encumbrances**" means hypothecs, mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands, equities, leases, offers to lease, privileges, license agreements, title retention agreements, trust deeds, assignments by way of security, conditional sales contracts or other title retention agreements, or other similar interests or instruments charging, or creating a security interest in, or against title, restrictions, development or similar agreements, restrictive covenants, title defects, restrictions, executions, tax arrears, permissions, options or adverse claims or encroachments of any nature whatsoever or however arising, or any agreement to enter into or create any of the foregoing and any rights and privileges capable of becoming any of the foregoing;

"**Governmental Body**" means: (i) any domestic or foreign national, federal, provincial, state, county, local, municipal or regional government or body; (ii) any multinational, multilateral or international body; (iii) any subdivision, agency, commission, board, instrumentality or authority of any of the foregoing governments or bodies; (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing governments or bodies; (v) any domestic, foreign, international, multilateral or multinational judicial, quasi-judicial, arbitration or administrative court, tribunal, commission, board or panel; or (vi) any person employed by, acting for, or on behalf of, any of the foregoing bodies;

"**Holder Shares**" has the meaning ascribed thereto in the preamble of this Agreement;

"**Holdco Alternative**" has the meaning ascribed thereto in the Transaction Agreement;

"**Laws**" (individually, a "**Law**") means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or licence of any Governmental Body, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Body having jurisdiction over the Person or Persons or its or their business, undertaking or securities;

"**Multiple Voting Shares**" means the multiple voting shares in the share capital of the Corporation;

"**Options**" means outstanding options to purchase Subordinate Voting Shares pursuant to the Stock Option Plan;

"**Person**" means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization, whether or nor a legal person;

"**Qualifying Holdco**" has the meaning ascribed thereto in the Transaction Agreement;

"**Qualifying Holdco Shareholders**" has the meaning ascribed thereto in the Transaction Agreement;

"**Securities Act**" means the *Securities Act* (Québec), as now in effect and as it may be amended from time to time prior to the Effective Date;

"**Shareholder**" (collectively, the "**Shareholders**") means a registered holder of Multiple Voting Shares and/or Subordinate Voting Shares, from time to time;

"**Shares**" (individually, a "**Share**") means collectively the Multiple Voting Shares and Subordinate Voting Shares;

"**Stock Option Plan**" means the Corporation's stock option plan adopted as amended on July 15, 2003;

"**Subordinate Voting Shares**" means the subordinate voting shares in the share capital of the Corporation;

"**Subsidiaries**" (individually, a "**Subsidiary**") means, in respect of the Corporation, the direct and indirect subsidiaries of the Corporation listed in Schedule 3.1(c) to the Disclosure Schedule, and in respect of any other person means a "subsidiary body corporate" as defined in the CBCA;

"**Superior Proposal**" has the meaning ascribed thereto in the Transaction Agreement;

"**Transaction**" has the meaning ascribed thereto in the preamble of this Agreement; and

"**Transaction Agreement**" has the meaning ascribed thereto in the preamble of this Agreement.

1.2 Definitions in Transaction Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere herein and that are defined in the Transaction Agreement shall have the respective meanings ascribed to them in the Transaction Agreement.

ARTICLE 2
HOLDER'S COMMITMENT

2.1 Transaction

On the terms and subject to the conditions of this Agreement, the Holders hereby irrevocably covenant and agree in favour of the Purchaser to use commercially reasonable efforts (which, for greater certainty, shall not include influencing the Board of Directors) to assist the Purchaser to complete the Transaction contemplated by the Transaction Agreement. This paragraph shall survive until the date of termination of this Agreement pursuant to Article 8 herein.

2.2 Non-Solicitation

On the terms and subject to the conditions of this Agreement, the Holders hereby irrevocably covenant and agree in favour of the Purchaser that they shall as of the date hereof:

2.2.1 immediately cease and cause to be terminated existing discussions, if any, with parties (other than the Purchaser) with respect to any Acquisition Proposal, and not, directly or indirectly, if a corporation, through any shareholder, officer, director, employee, representative or agent of the Holders, take any action of any kind which might reduce the likelihood of, or interfere with, the completion of the Transaction, including, but not limited to, any action to (i) solicit, assist, initiate or encourage (including by way of furnishing non-public information, soliciting proxies (within the meaning of the Securities Act) or entering into any form of agreement or arrangement) any inquiries, submissions, proposals or offers regarding any Acquisition Proposal; (ii) participate in any discussions or negotiations regarding any Acquisition Proposal; (iii) influence the Board of Directors to withdraw or modify in a manner adverse to the Purchaser its approval of the transactions contemplated in the Transaction Agreement; (iv) approve or recommend any Acquisition Proposal; or (v) cause the Corporation to enter into any agreement related to any Acquisition Proposal;

2.2.2 forthwith notify the Purchaser, at first orally and then in writing, of all current Acquisition Proposals, and shall promptly notify the Purchaser, at first orally and then in writing, of all future Acquisition Proposals, of which any of the Holders or, if a corporation, its shareholders, directors or officers, are or become aware, or any amendments to the foregoing, or any request for non-public information relating to the Corporation or any of its Subsidiaries in connection with an Acquisition Proposal or for access to the properties, books or records of the Corporation or any of its Subsidiaries by any Person that informs any of the Holders that such Person is considering making, or has made, an Acquisition Proposal. Such notice shall include a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as the Purchaser may reasonably request including the identity of the Person making such proposal, inquiry or contact; and

2.2.3 not release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which any of the Holders and any such third party are parties.

This Section 2.2 shall survive until the Effective Date.

2.3 Reorganization of the Holder

The Holders shall have the right directly or indirectly to take such actions as are necessary or desirable to reorganize their capital, assets and structure as they may reasonably determine including, without limitation, winding up or otherwise ceasing to exist or pursuing and implementing the Holdco Alternative; provided, however, that (i) no such reorganization will be undertaken unless each Person who receives any of the Holder Shares currently owned by the Holder enters into a counterpart of this Agreement in relation to such shares and agrees to be bound hereby in relation to such shares to the same extent as the Holder is bound hereby, (ii) to the extent each Holder continues to exist, the Holder will remain bound hereby, and (iii) the transaction is not adverse to the Purchaser in connection with the Transaction, or the Purchaser's ability to acquire the Holder Shares pursuant to the Transaction and the other transactions contemplated by the Transaction Agreement and this Agreement.

2.4 Co-operation Alternative Transaction

If the Purchaser concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than the Transaction (including, without limitation, a take-over bid) whereby the Purchaser and/or its Affiliates would effectively acquire all the Holder Shares on economic and other terms and conditions (substantially including, without limitation, tax treatment) having consequences to the Holder that are equivalent to or better than those contemplated by this Agreement (any such transaction is referred to as an "**Alternative Transaction**"), the Holders agree to support the completion of the Alternative Transaction in the same manner as the Transaction, including by tendering the Holder Shares pursuant to an Alternative Transaction.

2.5 Breach of Covenants

The Holders shall promptly advise the Purchaser, at first orally and then in writing, of any breach by any of the Holders of any covenant or agreement contained in this Agreement.

2.6 Investments in Purchaser

From and after the date hereof, and for a period of 24 months following the Effective Date, neither the Holders, or any Person with whom the Holders do not deal at arm's length within the meaning of the *Income Tax Act* (Canada) (the "**Non-Arm's Length Person**"), nor any corporation in which any of the Holder or the Non-Arm's Length Person is a "specified shareholder" within the meaning of the *Income Tax Act* (Canada), shall own, purchase or acquire, directly or indirectly, any shares, partnership interests, loans, indebtedness, or any other form of securities (including options to acquire the foregoing) (collectively referred herein as "**Investment**") in either of the Purchaser or any of its Affiliates.

ARTICLE 3
VOTING

3.1 Transaction

The Holders irrevocably covenant and agree in favour of the Purchaser to vote or to cause to be voted the Holder Shares, and any Shares, directly or indirectly, acquired by or issued to any Holder after the date hereof, including without limitation any Shares issued upon further exercise of Options, if any, in favour of the Transaction at the Corporation Meeting, including in connection with any separate vote of any sub-group of Shareholders that may be required to be taken and of which sub-group any Holder forms a part. The Holders irrevocably covenant and agree in favour of the Purchaser that if requested by the Purchaser (i) 5 days before the Corporation Meeting, it shall deliver or cause to be delivered to the Corporation duly executed proxies in favour of the Purchaser voting in favour of the Transaction together with, if applicable, a certified copy of the directors' resolution authorizing such proxies. The Holders agree not to exercise any dissent rights in connection with the Transaction.

3.2 Acquisition Proposal

The Holders irrevocably covenant and agree in favour of the Purchaser to vote or to cause to be voted the Holder Shares against any Acquisition Proposal at any meeting of Shareholders held to consider any Acquisition Proposal .

ARTICLE 4
EXPENSES

Each of the parties shall pay its own legal, financial, advisory, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the Transaction and any other costs and expenses whatsoever and howsoever incurred.

ARTICLE 5
TRANSFER OF SHARES

The Holders irrevocably covenant and agree in favour of the Purchaser, until there is a vote in favour of the Transaction at the Corporation Meeting, not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein, whether pursuant to a Acquisition Proposal or otherwise, without the prior consent of the Purchaser. Notwithstanding the foregoing, the Holders may transfer any Holder Shares to a Person controlled by such Holder or to a Person who is not at arm's length with such Holder, including, without limitation to a Qualifying Holdco in accordance with the Holdco Alternative, provided, however, that it shall be a condition of any such transfer that the transferee agrees in writing to hold such Shares (or interest in such Shares) subject to all the terms and provisions of this Agreement.

ARTICLE 6
FIDUCIARY DUTIES OF HOLDER

Notwithstanding any provision of this Agreement to the contrary, a Holder or a shareholder, officer or director of a Holder that is a director or officer of the Corporation shall not be limited or restricted in any way whatsoever in the exercise of his fiduciary duties as a director or officer of the Corporation, including without limitation, responding in his capacity as a director of the Corporation to a *bona fide* written Acquisition

Proposal and providing information to such party provided that the Board of Directors has determined in good faith that such Acquisition Proposal is likely to result in a Superior Proposal.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Holder

The Holders represent and warrant to and in favour of the Purchaser as follows and acknowledges that the Purchaser are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

7.1.1 Authority and Capacity**.**

(a) If a corporation, such Holder is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has the right, corporate power and authority to enter into this Agreement and to perform all of such Holder's obligations under this Agreement. Such Holder, its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize the entering into and the execution, delivery and performance of this Agreement.

(b) If an individual, such Holder is of the full age of majority and is legally competent to enter into this Agreement and to perform all of such Holder's obligations under this Agreement.

7.1.2 No Violation. The approval of this Agreement, the execution and delivery by the Holders of this Agreement and the performance by the Holders of their obligations hereunder, will not result in a violation of, default under or breach of, require any consent to be obtained under or give rise to any termination rights by a third party or payment obligation by the Holders under any provision of:

(a) its certificate of incorporation, constating documents, by-laws or other charter documents of such Holder, if applicable;

(b) any shareholders agreement or any other agreement, instrument or understanding with any party to which the Holder is a party or by which the Holder or any of the Holder Shares are bound;

(c) any judgment, decree, order or award of any court, Governmental Body or arbitrator; or

(d) any applicable Laws.

7.1.3 Enforceability. This Agreement has been duly executed and delivered by or on behalf of the Holders and constitutes a valid and binding obligation of the Holders enforceable against the Holders in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7.1.4 Ownership. The Holders are the sole registered and beneficial owner of the Holder Shares, with good and marketable title thereto and except for 1,630,000 Multiple Voting Shares and 300,000 Subordinate Voting Shares held by Famille Pierre Van Houtte Inc. for which Encumbrances have been granted in favor of certain banks, free of any and all Encumbrances. On the Effective Date, all of the Holder Shares will be free of any and all Encumbrances. The Holders have the sole right to sell and vote all of the Holder Shares. The Holders are not currently obligated to grant nor has it granted or has any proxy outstanding in respect of any of the Holder Shares and the Holders are not and will not be subject to any shareholders' agreements, voting trust or other similar agreements or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Holder Shares or the ability of the Holder to exercise all ownership rights thereto and no Person has any option or any right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option for the purchase of all or any portion of the Holder Shares or of any interest therein. The Holders are not the registered or beneficial owner of any Shares and do not own any Options other than (i) the Holder Shares, and (ii) 2,000 Options held by the Holders. Except as is set forth in Schedule "A" hereto, the Holders have no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holders or transfer to the Holders of additional securities of the Corporation.

7.1.5 Residency. The Holders are not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

7.1.6 Non-Arm's Length Transactions. The Holders (i) have not made any payment or loan to, or borrowed any monies from or is otherwise indebted to, the Corporation or any of its Subsidiaries; or (ii) are not a party to any agreement or understanding with the Corporation or any of its Subsidiaries or any officer, director or employee of the Corporation or any of its Subsidiaries. As part or in the context of the Transaction, the Holders will not, directly or indirectly, receive any "collateral benefit" as such term is defined in Ontario Securities Commission Rule 61-501.

7.1.7 Approvals and Consents. No sanction, ruling, consent, order, exemption, permit, declaration, filing, waiver or other approval of any Governmental Body or other Person is required to be obtained by the Holders in connection with the execution and delivery of this Agreement, the performance by the Holders of their obligations hereunder and the consummation by the Holders of the transactions contemplated hereby.

7.1.8 Investments in Purchaser. Neither the Holders nor any Non-Arm's Length Persons own, directly or indirectly, an Investment in any of the Purchaser or any of its Affiliates.

7.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Holders as follows and acknowledge that the Holders are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

7.2.1 Organization. The Purchaser has been duly incorporated under all applicable Laws and is validly subsisting under the laws of its jurisdiction of incorporation. The Purchaser has the requisite corporate power and authority to own and lease its properties and carry on its businesses as currently owned and carried on.

7.2.2 Authority and No Violation.

(a) The Purchaser has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by its board of directors and no other proceedings is necessary to authorize this Agreement or the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by or on behalf of the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against each of the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) The approval of this Agreement, the execution and delivery by the Purchaser of this Agreement, and the performance by the Purchaser of its obligations hereunder, and the completion of the Transaction and the transactions contemplated thereby, will not result in a violation of, default under or breach of, require any consent to be obtained under or give rise to any termination rights by a third party or payment obligation by the Purchaser under any provision of:

(i) its certificate of incorporation, constating documents, by-laws, memorandum of association, articles of association or other charter documents;

(ii) any shareholders agreement or any other agreement, instrument or understanding with any party holding an ownership interest in it; or

(iii) any applicable Laws.

7.2.3 Approvals and Consents. Except as contemplated in the Transaction Agreement, no sanction, ruling, consent, order, exemption, permit, declaration, filing, waiver or other approval of any Governmental Body or other Person is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation by the Purchaser of the transactions contemplated hereby.

7.3 Survival

7.3.1 The representations and warranties of the Holders set forth in Section 7.1 shall survive the Effective Date and shall continue in full force and effect for the benefit of the Purchaser. The Purchaser shall have received a certificate of each of the Holder addressed to the Purchaser and dated as of the Effective Date confirming that the representations and warranties set forth in Section 7.1 are true and correct in all material respects or, where such representations and warranties are qualified by materiality, true and correct in all respects, on the Effective Date as if made on and as of such date.

7.3.2 The representations and warranties of the Purchaser set forth in Section 7.2 shall survive the Effective Date and shall continue in full force and effect for the benefit of the Holders. The Holders shall have received a certificate of the Purchaser addressed to the Holders and dated as of the Effective Date confirming that the representations and warranties set forth in Section 7.2 are true and correct in all material respects or, where such representations and warranties are qualified by materiality, true and correct in all respects, on the Effective Date as if made on and as of such date.

ARTICLE 8
TERMINATION

8.1 Termination by the Holders or the Purchaser

This Agreement may be terminated by notice in writing:

8.1.1 at any time prior to the Effective Time, by the mutual agreement of the parties;

8.1.2 by the Purchaser if the Transaction Agreement is terminated for any reason whatsoever;

8.1.3 by the Purchaser if any of the Holders is in material default of any of the covenants or obligations of the Holder under this Agreement or if any of the representations or warranties of the Holder under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect: provided that the Purchaser has notified the Holders in writing of any of the foregoing events and the same has not been cured by the Holder within 15 days of the date such notice was received by the Holders; and

8.1.4 by the Holders at any time, if (i) the Purchaser breaches or is in default of any of the covenants or obligations of the Purchaser under this Agreement, (ii) any of the representations or warranties of the Purchaser under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect or (iii) the terms of the Transaction are not in conformity, in any material respects, with the terms of the Transaction set out in the Transaction Agreement; provided that Holders have notified the Purchaser in writing of any of the foregoing events and the same has not been cured by the Purchaser within 15 days of the date such notice was received by the Purchaser;

8.1.5 by the Holders or the Purchaser at any time on or after December 31, 2007;

8.1.6 by the Holders or the Purchaser if any Law prohibits or prevents the consummation of the Transaction;

8.1.7 by the Holders if the termination fee is payable by the Purchaser pursuant to Section 7.4(c) of the Transaction Agreement.

For greater certainty, the obligations of the parties under this Agreement shall survive the termination of the Transaction Agreement unless this Agreement is terminated in accordance with the provisions of this Article 8.

8.2 Automatic Termination

Unless extended by mutual agreement of the Holders and the Purchaser, this Agreement shall automatically terminate on the Effective Date.

8.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 8, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination and the Purchaser shall no longer be required to make or pursue the Transaction.

ARTICLE 9
GENERAL

9.1 Notices

All notices and other communications which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally, by telecopy or e-mail, in each case addressed to the particular party at:

9.1.1 The Holders, as follows:

Famille Pierre Van Houtte Inc.
952, Dunlop
Outremont, Qc
H2V 2W8

9.1.2 the Purchaser, as follows:

LJVH Holdings Inc.

Attention: Michael I. Klein

Telecopier: (203) 552-3550
Telephone: (203) 552-3500

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery, telecopying or e-mailing thereof.

9.2 Additional Securities

In the event that the Holders acquire any additional Shares or Options after the date hereof, then the Holders shall notify the Purchaser of such event and the Purchaser Parties may prepare and deliver an updated Schedule “A” to the Holders whereupon such updated Schedule “A” shall be deemed to form part of this Agreement.

9.3 Assignment

This Agreement shall not be assigned by any party hereto without the prior written consent of the other parties, except that the Purchaser may assign this Agreement to any of its wholly-owned Affiliates without the prior consent of the Holders.

9.4 Co-operation/Further Assurances

Each party agrees to cooperate in good faith and to take all reasonable steps and actions after the date hereof, as are not adverse to the party requested to take any such step or action, to complete the Transaction and the other transactions contemplated hereby and in the Transaction Agreement. Each party hereto shall, from time to time, and at all times hereafter, at the request of another party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform, carry out or better evidence the terms and intent hereof.

9.5 Public Announcements

Except to the extent required by Law, no public announcement or press release concerning the matters referred to in this Agreement may be made by the Purchaser or the Holders without the prior written consent of the other party, such consent not to be unreasonably withheld. Except to the extent required by Law, no copy of this Agreement may be provided by the Purchaser or the Holders to any other person, except their respective directors, officers, employees, advisors or lenders, without the prior written consent of the other party, such consent not be unreasonably withheld. The provisions of this Agreement may be summarized in the Circular, and in any material change report filed by the Corporation in connection with the public announcement of the Transaction.

9.6 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

9.7 Forum; Jurisdiction

The parties hereby submit to the exclusive jurisdiction of the competent court in the judicial district of Montreal, Province of Québec for any dispute, disagreement, controversy or Claim arising out of or in connection with this Agreement and the transactions contemplated hereby.

9.8 Invalidity of Provisions

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall be deemed to constitute one and the same instrument.

9.10 Investigation by Parties

No investigations made by or on behalf of either party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other party in or pursuant to this Agreement.

9.11 Time

Time shall be of the essence of this Agreement.

9.12 Amendments

This Agreement may not be modified, amended, altered or supplemented except in the manner contemplated herein and upon the execution and delivery of a written agreement executed by all parties.

9.13 Specific Performance and other Equitable Rights

The Holders recognize and acknowledge that the Purchaser would not have agreed to enter into the Transaction Agreement and pursue the Transaction unless this Agreement was executed and, accordingly, acknowledge and agree that a breach by the Holders of any obligation in this Agreement will cause the Purchaser to sustain injury for which they would not have an adequate remedy at Law for money damages. Therefore, the Holders agree that in the event of any such breach, the Purchaser shall be entitled to specific performance of such obligation and preliminary and permanent injunctive relief and other equitable remedies in addition to any other remedy to which it may be entitled and the Holders further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive relief or other equitable remedies.

9.14 No Third Parties Beneficiaries

This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.15 Waiver

No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the parties to be bound thereby.

9.16 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles, Sections, sub-sections, Schedules and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an “Article”, “Section”, “sub-section” or “Schedule” followed by a number and/or a letter refer to the specified Article, Section, sub-section or Schedule of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

9.17 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the terms of the Transaction and ancillary arrangements and supersedes all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the terms of the Transaction and such arrangements.

9.18 Joint & Several

All of the obligations, covenants and representations of the Holders under this Agreement are joint and several obligations, covenants and representations of the Holders.

9.19 Appointment

Each Holder irrevocably appoints Pierre Van Houtte to act on its behalf to take all such actions which this Agreement contemplates may be taken by any Holder, as Pierre Van Houtte may deem appropriate in its sole discretion, and agrees that the Purchaser shall be entitled to rely upon such actions of Pierre Van Houtte for all purposes hereunder.

9.20 Holdco Agreement

In accordance with the terms of the Holdco Alternative as set out in the Transaction Agreement, the share purchase agreement to be entered into with Purchaser shall be in a form substantially similar to the Holdco Agreement attached hereto as Schedule "C", subject to modifications that may be agreed by the parties, acting reasonably. Purchaser acknowledges that the form of Holdco Agreement attached as Schedule "C" provides Purchaser with the security required by section 2.9 (a)(xi) of the Transaction Agreement.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

PIERRE VAN HOUTTE

Per: *(Signed) Pierre Van Houtte*
Name: Pierre Van Houtte

PIERRE LUC VAN HOUTTE

(Signed) Pierre Luc Van Houtte
Name: Pierre Luc Van Houtte

NOÉMI VAN HOUTTE

Per: *(Signed) Noémi Van Houtte*
Name: Noémi Van Houtte

FAMILLE PIERRE VAN HOUTTE INC.

(Signed) Pierre Van Houtte
Name: Pierre Van Houtte

LJVH HOLDINGS INC.

Per: *(Signed) Michael I. Klein*
Name: Michael I. Klein

SCHEDULE "A"

Transaction Agreement

[Voluntarily Omitted. Filed on SEDAR as a separate document.]

SCHEDULE “B”

Ownership of Shares

Registered and Beneficial Owners	Number of Multiple Voting Shares	Number of Subordinate Voting Shares	Number of options
Famille Pierre Van Houtte inc.	2 500 000	300 000	-
Pierre Van Houtte	-	5 000	1 000
Noémi Van Houtte	-	15 654	-
Suzanne Van Houtte	-	500	-
Pierre-Luc Van Houtte	-	1 000	1 000
Benoit Van Houtte	-	100	-
Pascal Van Houtte	-	1 000	-
Geneviève Van Houtte	-	400	-

SCHEDULE "C"

Holdco Agreement

See attached document.

HOLDCO AGREEMENT

This Holdco Agreement is made as of the Closing Time (as defined herein):

●, ● and ● (collectively, the "**Principal Shareholders**"); **[NTD: There will be a different Holdco Agreement for each group of shareholders (all individuals party to voting agreement and registered shareholder of Holdco) (4 in total) and within each group the individuals will provide joint and several reps and obligations.]**

and

●, ● and ● (each a "**Holdco**" and collectively, the "**Holdcos**");

and

● **B.C. LTD.** (the "**Purchaser**");

RECITALS

A. Purchaser will purchase all of the outstanding subordinate voting shares (the "**SV Shares**") of Van Houtte Inc. ("**Van Houtte**") (including subordinate voting shares issuable upon the exercise of outstanding options) and all of the outstanding multiple voting shares (the "**MV Shares**" and, together with the SV Shares, the "**Shares**") of Van Houtte (the "**Arrangement**").

B. The Purchaser has made an alternative available to provide for the sale of Shares by each Principal Shareholder through the sale of the shares of a single purpose holding company owned by such Principal Shareholder (in each case, a "**Holdco**") that holds such Shares (the "**Holdco Alternative**").

C. Each Principal Shareholder is the registered and beneficial holder of all of the issued and outstanding common shares in the share capital of its respective Holdco (with respect to each Holdco, the "**Holdco Shares**") as described in Schedule "A" hereto and the Holdco Shares are the only issued and outstanding securities of such Holdco.

D. The Holdcos are the beneficial and registered holders of ● SV Shares and ● MV Shares, in the aggregate (the "**Subject Shares**"), as described in Schedule "A" hereto.

E. Each Principal Shareholder has elected to exercise the Holdco Alternative, subject to and upon the terms and conditions of the Arrangement as set out herein and in the arrangement agreement dated May 4, 2007 between the Purchaser and Van Houtte (the "**Arrangement Agreement**").

F. Each Principal Shareholder wishes to sell and the Purchaser wishes to purchase from such Principal Shareholder the Holdco Shares owned by such Principal Shareholder upon the terms and conditions set out in this Holdco Agreement.

Unless the context requires otherwise or unless otherwise defined, defined terms used in this Holdco Agreement have the same meaning as in the Arrangement Agreement.

FOR VALUE RECEIVED, the parties hereby agree as follows:

SECTION 1 AGREEMENT TO SELL

1.1 Purchase and Sale of the Holdco Shares

Subject to the terms and conditions of this Holdco Agreement, each Principal Shareholder hereby sells, assigns and transfers to the Purchaser, and the Purchaser hereby purchases from such Principal Shareholder effective as of the Closing Time (as hereinafter defined), all of such Principal Shareholder’s legal and beneficial right, title and interest in all of the issued and outstanding shares in the share capital such Principal Shareholder’s Holdco, free and clear of any Encumbrances at the cash purchase price set forth in Schedule “A” hereto, which in each is the product of: (a) $● and (b) the number of Subject Shares held by such Holdco.

Effective as of the Closing Time, each Principal Shareholder hereby irrevocably constitutes and appoints any officer of the Purchaser as its true and lawful agent and attorney with respect to its Holdco Shares, with full power of substitution in the name of such Principal Shareholder to register, record and transfer and enter the transfer of the Holdco Shares on the books of its Holdco.

1.2 Closing of Purchase and Sale

The effective time of the closing of the purchase and sale of the Holdco Shares and the effective time of the Closing Documents (as hereinafter defined) shall be the Effective Time under Arrangement (the **“Closing Time”**).

SECTION 2 AVAILABILITY OF HOLDCO ALTERNATIVE

2.1 The Purchaser hereby confirms that it has been provided with access to the books and records of each of the Holdcos on or before 10 Business Days prior to the Closing Time and that the Purchaser and its counsel have completed their due diligence regarding the business and affairs of each of the Holdcos.

SECTION 3 REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL SHAREHOLDERS

3.1 Representations and Warranties of the Principal Shareholders

As of the Closing Time, each Principal Shareholder jointly and severally represents and warrants to the Purchaser as follows and hereby acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by the Purchaser of the Holdco Shares owed by such Principal Shareholder:

(a) Its Holdco Shares and the Subject Shares owned by its Holdco have been validly held directly by such Principal Shareholder and its Holdco, respectively, since ●.

(b) Its Holdco was incorporated under the CBCA not earlier than May 4, 2007;

(c) The execution and delivery of this Holdco Agreement by such Principal Shareholder and by its Holdco, and the completion by such Principal Shareholder and by its Holdco of the transactions contemplated hereby:

(i) will not conflict with, result in the breach of or constitute a default under the articles, bylaws or resolutions of its Holdco or any shareholders' agreement of Van Houtte; and

(ii) do not and will not violate any provision of law or administrative regulation or any judicial or administrative award, judgement or decree binding upon its Holdco;

(d) At all times, its Holdco is a resident of Canada and a “taxable Canadian corporation” within the meaning of the Tax Act and is not resident of any other country and has no taxable presence in any other country;

(e) Its Holdco has no more than two directors;

(f) Such Principal Shareholder has full legal capacity to enter into and perform its obligations under this Holdco Agreement; such Principal Shareholder’s Holdco has all necessary corporate power and capacity to enter into this Holdco Agreement and to carry out its obligations hereunder; the execution and delivery of this Holdco Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of its Holdco; and all necessary corporate action has been taken on the part of each Holdco to authorize the transfer of the Holdco Shares as contemplated in this Holdco Agreement;

(g) This Holdco Agreement has been duly executed and delivered by such Principal Shareholder and its Holdco and is a valid and binding obligation of such Principal Shareholder and Holdco, enforceable against such Principal Shareholder and its Holdco in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and provided that equitable remedies will only be awarded in the discretion of a court of competent jurisdiction;

(h) All of the Holdco Shares set forth next to such Principal Shareholder's name in Schedule "A" hereto are registered in the name of, and are beneficially owned by, such Principal Shareholder and are free and clear of all Encumbrances, and such Principal Shareholder has the exclusive right to dispose of such Holdco Shares as provided in this Holdco Agreement; such Principal Shareholder is the sole beneficial and registered owner of such Holdco Shares and has been since ●, 2007, and there are no other shares of such Holdco outstanding other than such Holdco Shares, and upon the purchase of such Holdco Shares by the Purchaser hereunder, the Purchaser will be the sole beneficial and registered owner of all of the issued and outstanding shares of such Holdco;

(i) No Person has any agreement, contract, lease, deed, license, option, warrant, instrument or other commitment, whether written or oral (a **"Contract"**), or any right capable of becoming a Contract for the purchase from such Principal Shareholder of any of its Holdco Shares or from its Holdco of any of the Subject Shares, including any shareholder agreement relating to its Holdco;

(j) The authorized share capital of its Holdco is as set forth in Schedule "A" hereto; such Holdco Shares are validly issued and outstanding as fully paid and non-assessable shares in the share capital of such Holdco and are, and have been since ●, the only issued and outstanding shares in the share capital of such Holdco;

(k) Its Holdco is a single purpose corporation that has never carried on any business, has only been engaged in holding the Subject Shares, never had any employees, has not held and does not own or hold any property or assets or any interests therein of any nature or kind whatsoever other than the Subject Shares, has never entered into any transaction other than those described in the Plan of Arrangement or such other transactions as are necessary to facilitate those transactions described in the Plan of Arrangement with the Purchaser's consent, and has not at any time disposed of any Subject Shares;

(l) Its Holdco has no obligations, liabilities (whether actual or contingent) or indebtedness to any Person, including without limitation any liabilities in respect of federal or provincial income, corporate, goods and services, capital, harmonized sales, sales, excise, employer health, surtaxes, education, social services, social security, employment insurance, health insurance, Canada, Quebec and other governmental pension plan premiums or contributions, land transfer or any other taxes, duties or imposts of any nature or kind whatsoever, or in respect of any judgements, orders, fines, interest, penalties, awards or decrees of any court, tribunal or governmental, administrative or regulatory department, commission, board, bureau, agency or instrumentality, domestic or foreign;

(m) Its Holdco has no subsidiaries and is not bound by any Contract to acquire or lease in any manner any shares or assets of any nature or kind whatsoever;

(n) Prior to the Closing Time, its Holdco will not have declared or paid any dividends or other distributions other than an increase in stated capital or through the issuance of a promissory note with a determined principal amount, which promissory note shall have been recontributed to the Holdco solely in consideration for shares of the Holdco and shall no longer be outstanding as of the Closing Time;

(o) Its Holdco has filed all Tax Returns required to be filed by it as of the date of this Holdco Agreement in all applicable jurisdictions and has paid all Taxes due and payable by it; there are no actions, suits or other proceedings or investigations or claims in progress, pending or threatened against its Holdco in respect of any Taxes and, in particular, there are not currently outstanding reassessments or written inquiries which have been issued or raised by any governmental entity relating to any such Taxes; its Holdco has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any person, including, without limitation, any of its officers and directors and any non-resident person, the amount of all Taxes and other deductions required by any applicable law, rule or regulation to be withheld from any such amount and has duly and timely remitted the same to the appropriate governmental authority; no circumstances currently exist which may result in the application of any of sections 94, 159 and 160 of the Tax Act to its Holdco for Taxes of any other Person; its Holdco has at no time been subject to the application of any of sections 79, 79.1, 80, 80.01, 80.02, 80.03 or 80.04 or any related provision of the Tax Act and no circumstances currently exist that have a material likelihood of resulting in the application of any such provisions to its Holdco in the future;

(p) Its Holdco is not a party to any Contract of any nature or kind whatsoever except for (i) the Contracts with such Principal Shareholder pursuant to which its Holdco acquired the Subject Shares held by such Holdco (in each case, an "**Acquisition Agreement**"), a true and complete copy of which has been provided to the Purchaser, and (ii) the subscription agreement whereby such Principal Shareholder indirectly subscribed for shares of its Holdco;

(q) There are no claims, investigations, actions, suits or proceedings pending or threatened against or affecting such Principal Shareholder or its Holdco, whether at law or in equity or before or by any federal, provincial, municipal or other governmental or administrative or regulatory department, commission, board, tribunal, bureau, agency or instrumentality, domestic or foreign, or which would adversely affect in any manner the ability of such Principal Shareholder or its Holdco to enter into this Holdco Agreement and perform their obligations hereunder;

(r) Its Holdco is in full compliance with all laws, rules or regulations to which such Holdco or the Subject Shares held by such Holdco may be subject;

(s) The corporate records and minute books of its Holdco contain complete and accurate minutes of all meetings or other proceedings of the directors (or any committee thereof) and shareholders of such Holdco held since its incorporation and all such meetings were duly called and held and the share certificate books, register of shareholders, register of transfers and register of directors and officers of such Holdco are complete and accurate; and

(t) From and after the date hereof, and for a period of 24 months following the Closing Time, neither the Principal Shareholder, or any Person with whom the Principal Shareholder does not deal at arm's length within the meaning of the Tax Act (the "**Non-Arm's Length Person**"), nor any corporation in which any of the Principal Shareholder or the Non-Arm's Length Person is a "specified shareholder" within the meaning of the Tax Act, shall own, purchase or acquire, directly or indirectly, any shares, partnership interests, loans, indebtedness, or any other form of securities (including options to acquire the foregoing) in either of the Purchaser or any of its Affiliates.

3.2 Delivery

Concurrently with entering into of this Holdco Agreement, the Principal Shareholders shall deliver, or cause to be delivered, to the Purchaser the following closing documents (the **"Closing Documents"**):

(a) a certificate of compliance for each of the Holdcos issued by the Department of Industry Canada;

(b) a legal opinion of counsel to the Principal Shareholders and the Holdcos with respect to the following:

(i) there are no restrictions on the corporate power and capacity of any Holdco to own property and assets and to carry on business;

(ii) the authorized, issued and outstanding share capital of each Holdco is as set forth in Schedule "A" hereto;

(iii) all issued and outstanding shares of each Holdco have been validly issued and are outstanding as fully paid and non-assessable shares of such Holdco;

(iv) the registered owners of the Holdco Shares are as set out in Schedule "A" hereto;

(v) each Principal Shareholder has full legal capacity to enter into and perform its obligations under this Holdco Agreement; the Holdcos have all necessary corporate power and capacity to enter into this Holdco Agreement and to carry out their respective obligations hereunder; the execution and delivery of this Holdco Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of each Holdco; and all necessary corporate action has been taken on the part of each Holdco to authorize the transfer of the Holdco Shares as contemplated in this Holdco Agreement;

(vi) this Holdco Agreement has been duly executed and delivered by each of the Principal Shareholders and the Holdcos and is enforceable against each of the Principal Shareholders and the Holdcos in accordance with its terms, subject to usual qualifications regarding creditors' rights and equitable rights; and

(vii) none of the Principal Shareholders or the Holdcos is a party to, bound or affected by, or subject to any provision of its constating documents (in the case of the Holdcos), shareholders' agreement, or any law or regulation, which is or will be violated, contravened or breached by the execution and delivery by the Principal Shareholders, and the Holdcos of this Holdco Agreement or the performance by the Principal Shareholders and the Holdcos of any of the terms thereof;

(c) certified copy of a resolution of the directors and shareholders of each of the Holdcos authorizing the transactions contemplated in this Holdco Agreement in form and substance reasonably acceptable to the Purchaser;

(d) certified copy of the constating documents and by-laws of each of the Holdcos;

(e) all of the minute books, corporate seals and any existing corporate, business books and records, accounting records, tax returns and working papers relating to each Holdco;

(f) resignations and releases of the director and officer of each of the Holdcos on terms and in a form satisfactory to the Purchaser;

(g) all of the share certificates representing the Holdco Shares duly endorsed for transfer to the Purchaser and the share certificates representing the Subject Shares;

(h) the agreements, resolutions and other documents pursuant to which each Principal Shareholder transferred the relevant Subject Shares to its Holdco solely in consideration for common shares of such Holdco; and

(i) any document relating to the payment of a dividend or contribution of a promissory note described in Section 3.1(n).

3.3 Survival of Representations and Warranties and Covenants

The representations and warranties and covenants set forth in this Holdco Agreement shall survive the purchase of the Holdco Shares and, notwithstanding such purchase, shall continue in full force and effect for the benefit of the party to whom such representations and warranties and covenants are given.

3.4 Tax Returns

The parties agree that the Principal Shareholders shall cause to be prepared and filed at their own expense on a timely basis all returns, reports, declarations, elections, notices, filings, information returns and statements (collectively, "**Tax Returns**") in respect of any taxes, governmental charges or assessments for the Holdcos for any period which ends on or before the Closing Time (including any filings as a result of any deemed year end and for which Tax Returns have not been filed as of such date). The Principal Shareholders shall provide to the Purchaser no later than 60 days prior to the due date for such Tax Returns drafts of such Tax Returns. The Purchaser reserves the right, acting reasonably, to approve all such Tax Returns as to form and substance. On or before the expiry of 30 days following the Closing Time, the Principal Shareholders shall provide to the Purchaser the books and records of each of the Holdcos which fairly and correctly set out and disclose in all respects, in accordance with generally accepted accounting principles in Canada consistently applied, the financial position of such Holdco as of the Closing Time and all financial transactions relating to such Holdco. The Principal Shareholders and the Purchaser shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may be required for the preparation of any Tax Return of the Holdcos for a period ending on, prior to or including the Closing Time. The Principal Shareholders acknowledge that the Purchaser may cause each of the Holdcos to elect for subsection 256(9) of the *Income Tax Act* (Canada) and the equivalent provision of any provincial legislation not to apply to such Holdco or any of the Holdcos.

SECTION 4 INDEMNITY

4.1 Indemnification

(a) **Obligations to Indemnify.**

(i) The Principal Shareholders shall jointly and severally indemnify and save harmless the Purchaser, Van Houtte and any successor or affiliate thereof from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) (singly a **"Claim"** and collectively **"Claims"**) suffered or incurred by any of them as a result of or arising directly or indirectly out of or in connection with (A) any liabilities of any of the Holdcos relating to any matter occurring on or before the Closing Time, and (B) any breach by the Principal Shareholders of any representation, warranty, obligation or covenant of the Principal Shareholders to the Purchaser, Van Houtte or any successor or affiliate thereof. The Principal

Shareholders will not indemnify the Purchaser or Van Houtte or any successor or affiliate thereof for any claim resulting from the fact that the Purchaser would be a "financial institution" within the meaning of the Tax Act.

(ii) The Purchaser shall indemnify and save harmless the Principal Shareholders from all Claims suffered or incurred by them as a result of or arising directly or indirectly out of or in connection with any breach by the Purchaser of any representation, warranty, obligation or covenant of the Purchaser contained in this Holdco Agreement.

(b) **Notice of Claims.** In the event that a party (the **"Indemnified Party"**) shall become aware of a Claim in respect of which another party (the **"Indemnifying Party"**) agreed to indemnify the Indemnified Party pursuant to this Holdco Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a **"Third Party Claim"**) or whether the Claim does not so arise (a **"Direct Claim"**), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Claim and the amount of the Claim, if known. If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any Claim in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any cost, expense or other loss incurred by the Indemnifying Party resulting directly from the Indemnified Party's failure to give such notice on a timely basis.

(c) **Direct Claims.** With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have 60 days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such 60-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(d) **Third Party Claims.** With respect to any Third Party Claim, the Indemnified Party shall have the exclusive right, at the expense of the Indemnifying Party, to contest, settle or pay the amount claimed and to retain counsel and other experts or advisers selected by the Indemnified Party in its sole discretion in connection therewith; provided, however, that the Indemnified Party shall not settle any Third Party Claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. If the Indemnified Party elects to assume such control, the Indemnifying Party shall have the right, at its sole expense, to participate in the negotiation, settlement or defence of such Third Party Claim. If any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a **"Third Party"**) with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party.

(e) **Payment and Cooperation.** The Indemnifying Party shall pay to the Indemnified Party all amounts for which the Indemnifying Party is liable pursuant to this section promptly after the Indemnified Party incurs any loss relating to a Claim. The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

(f) **Adjustment to Purchase Price.** Any payment made by an Indemnifying Party to an Indemnified Party hereunder (an **"Indemnity Payment"**) shall be a dollar-for-dollar adjustment to the purchase price for the Holdco Shares.

(g) **Tax Effect.** Notwithstanding Section 4.1(f), if any Indemnity Payment would constitute income for tax purposes to such Indemnified Party, the Indemnifying Party shall pay a Tax Gross Up to the Indemnified Party at the same time and on the same terms, as to interest and otherwise, as the Indemnity Payment. The amount of any Claim for which indemnification is provided shall be adjusted to take into account any tax benefit realized by the Indemnified Party or any of its Affiliates by reason of the Claim for which indemnification is so provided or the circumstances giving rise to such Claim. For purposes of this paragraph (g), any tax benefit shall be taken into account at such time as it is received by the Indemnified Party or its Affiliate. For purposes of this paragraph (g), **"Tax Gross Up"** shall mean, with respect to any Indemnity Payment, such additional amount (calculated in accordance with the Calculation Method) as is necessary to place the Indemnified Party in the same after tax position as it would have been in had such Indemnity Payment been received tax free; and **"Calculation Method"**, with respect to the calculation of any Tax Gross Up on any Indemnity Payments, shall mean that such Tax Gross Up shall be calculated by using the combined Canadian federal and provincial income tax rate applicable to the Indemnified Party for the taxation year in which the Indemnity Payment is made and, except as provided in this paragraph (g), without regard to any losses, credits, refunds or deductions that the Indemnified Party may have which could affect the amount of tax payable on any such Indemnity Payment.

SECTION 5 GENERAL

5.1 Construction

In this Holdco Agreement:

(a) words denoting the singular include the plural and vice versa, and words denoting any gender include all genders;

(b) the word "including" means "including without limitation" and the words "include" and "includes" have a corresponding meaning;

(c) any reference to any statute will mean the statute in force, as amended from time to time, and any regulation in force thereunder, unless otherwise expressly provided;

(d) the use of headings is for convenience of reference only and will not affect the construction of this Holdco Agreement; and

(e) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period will be excluded.

5.2 Binding Effect and Assignment

The Purchaser may assign all or any part of its rights under this Holdco Agreement to, and its obligations under this Holdco Agreement may be assumed by, a subsidiary of the Purchaser, provided that if such assignment and/or assumption takes place, the Purchaser shall continue to be liable jointly and severally with such subsidiary for all of its obligations hereunder. This Holdco Agreement shall be binding on and shall enure to the benefit of the parties to this Holdco Agreement and their respective successors and permitted assigns. Except for Van Houtte's rights under Sections 4.1(a)(i)(B) and 5.14, no third party shall have any rights hereunder. Except as expressly permitted by the terms hereof, neither this Holdco Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties to this Holdco Agreement without the prior written consent of all of the other parties to this Holdco Agreement.

5.3 Time

Time shall be of the essence of this Holdco Agreement.

5.4 Currency

Unless specifically indicated to the contrary, all amounts of money referred to in this Holdco Agreement are stated in Canadian dollars.

5.5 Governing Law

This Holdco Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without reference to conflicts of laws.

5.6 Entire Agreement

This Holdco Agreement, including the schedule hereto, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Holdco Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

5.8 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Holdco Agreement shall be in writing and shall be sufficiently given or made if delivered or sent by facsimile, addressed as follows:

(a) in the case of the Purchaser:

● B.C. Ltd.
●

Attention: ●
Facsimile: ●

with a copy to:

Stikeman Elliott LLP
1155 René-Lévesque Blvd. West
40th Floor
Montréal, Québec H3B 3V2

Attention: Peter Castiel
Facsimile: (514) 397-3222

(b) in the case of the Principal Shareholders or the Holdcos:

●

Attention: ●

Facsimile No.: ●

with a copy to:

●

Attention: ●
Facsimile No.: ●

or at such other address as the party to which such notice or other communication is to be given has last notified the other party giving same in the manner provided by this Section 5.8 and, if so given, the same shall be deemed to have been received on the date of such delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day (provided that if sent by fax such transmission is recorded as being transmitted successfully).

5.9 Injunctive Relief

The parties agree that the remedy at law for any breach of the provisions of this Holco Agreement will be inadequate and any party not in breach of the provisions of this Holdco Agreement, on any application to a court, will be entitled to temporary and permanent injunctive relief, specific performance and any other equitable relief against the party in breach of the provisions of this Holdco Agreement. The specific remedies contemplated in this Section 5.9 are in addition to and without prejudice to any other remedy to which the party may be entitled under this Holdco Agreement or at law.

5.10 Waiver and Modifications

Any party may waive or consent to the modification of any of the obligations herein contained for its benefit. Any such waiver or consent to the modification of any of the provisions of this Holdco Agreement, to be effective, must be in writing and executed by the party or parties granting such waiver or consent.

5.11 Date for any Action

In the event that any date on which any action is required to be taken under this Holdco Agreement by any of the parties hereto is not a Business Day, such actions will be required to be taken on the next succeeding day which is a Business Day.

5.12 Severability

Any provision of this Holdco Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, will be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

5.13 Guarantee

Each Principal Shareholder hereby jointly and solidarily guarantees, as a direct obligation, the full and prompt performance by its Holdco of all covenants, agreements, representations, warranties and obligations of such Holdco contemplated hereunder and in any certificate or other document furnished by or on behalf of such Holdco pursuant to this Holdco Agreement.

5.14 Expenses

Up to a maximum amount of $5,000, the Principal Shareholders will be required to pay all of the reasonable out-of-pocket expenses incurred by the Purchaser or Van Houtte in connection with the Holdco Alternative, including any reasonable costs associated with any due diligence conducted by the Purchaser or Van Houtte, provided that the Principal Shareholders will assume all of the costs of the calculation of the safe income of Van Houtte.

5.15 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Quebec for any actions, suits or proceedings arising out of or relating to this Holdco Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by registered mail to the addresses of the parties set forth in Section 5.8 hereof shall be effective service of process for any action, suit or proceeding brought against any party in such court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Holdco Agreement or the matters contemplated hereby in the courts of the Province of Quebec and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

5.16 Counterparts

This Holdco Agreement may be executed in one or more counterparts, which, together, shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of an electronic or facsimile transmission.

5.17 Language

The parties have required that this Holdco Agreement and all agreements, documents and notices relating to this Holdco Agreement be drawn up in the English language. *Les parties aux présentes ont exigé que le présent contrat et tous les autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.*

(Signature Page Follows.)

IN WITNESS WHEREOF the parties have executed this Holdco Agreement as of the Closing Time.

Witness | **[Principal Shareholder]**

______________________ | ______________________

Witness | **[Principal Shareholder]**

______________________ | ______________________

Witness | **[Principal Shareholder]**

______________________ | ______________________

● Canada Inc.

____

Name: ●

Title: ●

● Canada Inc.

____

Name: ●

Title: ●

● Canada Inc.

____

Name: ●

Title: ●

● B.C. Ltd.

____

Name: **[David Simon]**

Title: **[President and Secretary]**

SCHEDULE A

Principal Shareholder	Holdco	SV Shares owned by Holdco	MV Shares owned by Holdco	Cash Consideration
●	●	●	●	$●
●	●	●	●	$●
●	●	●	●	$●