SECOND AMENDMENT TO THE ACQUISITION AGREEMENT

THIS SECOND AMENDMENT made as of June 6, 2007 by Van Houtte Inc. (the "**Corporation**") and LJVH Holdings Inc. (the "**Purchaser**");

WHEREAS the Corporation and the Purchaser entered into an acquisition agreement dated May 4, 2007, as amended on May 18, 2007 pursuant to a first amendment to the acquisition agreement (collectively, the "**Acquisition Agreement**"), providing for the acquisition by the Purchaser of all of the issued and outstanding Shares of the Corporation; and

WHEREAS the Parties have agreed to amend the Acquisition Agreement;

NOW THEREFORE the Acquisition Agreement is amended as follows:

ARTICLE 1
AMENDMENT TO THE ACQUISITION AGREEMENT

Schedule C to the Acquisition Agreement is hereby amended by deleting it and replacing it by the attached Schedule C.

ARTICLE 2
MISCELLANEOUS PROVISIONS

Acquisition Agreement in Effect

Except as stated herein, the Acquisition Agreement shall continue in full force and effect in accordance with the provisions thereof, as amended hereby. Any reference to the Acquisition Agreement shall refer to the Acquisition Agreement as amended hereby.

Governing Law

This Second Amendment shall be construed in accordance with and shall be governed by the laws of the Province of Québec and the federal laws of Canada applicable therein.

Definitions in Acquisition Agreement

All terms used in this Second Amendment that are not defined herein and that are defined in the Acquisition Agreement shall have the respective meanings ascribed to them in the Acquisition Agreement.

IN WITNESS WHEREOF the Purchaser and the Corporation have caused this Second Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

LJVH HOLDINGS INC.

Per: *(s) David E. Simon*
Name : David E. Simon
Title : Director

VAN HOUTTE INC.

Per: *(s) Paul-André Guillotte*
Name: Paul-André Guillotte
Title: Chairman of the Board

SCHEDULE C

PLAN OF ARRANGEMENT

See attached document.

PLAN OF ARRANGEMENT

UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Acquisition Agreement**" means the acquisition agreement dated May 4, 2007, between the Purchaser and the Corporation and any amendment thereto made in accordance with such Acquisition Agreement;

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

"**Arrangement**" means an arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Article 6 hereof or made at the direction of the Court in the Final Order;

"**Arrangement Resolution**" means the special resolution of the Shareholders substantially in the form and content of Schedule A attached hereto;

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement, to be sent to the Director upon receipt from the Court of the Final Order, subject to the terms of the Acquisition Agreement and the Final Order;

"**business day**" means any day, other than a Saturday, a Sunday and a statutory holiday in the city of Montreal, Québec, Canada;

"**Cash Consideration**" means $25.00 in cash per Share;

"**Cashed-out Option**" means each Option that is vested as of the Effective Date and that has not been duly exercised by a holder thereof prior to the Effective Time;

"**CBCA**" means the *Canada Business Corporations Act* and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time prior to the Effective Date;

"**Certificate**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Subsection 192(7) of the CBCA;

“**Commitment Letter**” means the executed commitment letter from the Lenders in connection with the Arrangement pursuant to which the Lenders have committed to provide the Purchaser with financing in an aggregate amount of USD$400,000,000;

“**Corporation**” means Van Houtte Inc., a corporation incorporated under the CBCA;

“**Court**” means the Superior Court of Québec;

“**Debt Repayment Notice**” means a notice in writing provided by the Purchaser to the Corporation at least five (5) business days prior to the Effective Time specifying (i) the debts of the Corporation and/or any of its affiliates that the Corporation and/or its affiliates (as the case may be) must repay pursuant to Section 3.1(b), (ii) the manner in which the Corporation and/or any of its affiliate must be funded for the repayment, and (iii) certain other transactions with respect to the repayment of the Corporation’s and/or any of its affiliates’ debt, and the winding-up of the Corporation’s cross-border financing structure;

“**Depositary**” means Computershare Investor Services Inc. or such other person as is appointed to act as depositary for the purposes of the Arrangement by the Corporation, acting reasonably;

“**Director**” means the Director appointed pursuant to Section 260 of the CBCA;

“**Dissent Rights**” means the rights of dissent in respect of the Arrangement described in Article 4;

“**Dissenting Shareholder**” means a holder of Shares who properly dissents in respect of the Arrangement in strict compliance with the procedures for exercising Dissent Rights and does not withdraw such dissent prior to the Effective Time;

“**Effective Date**” means the date shown on the Certificate, provided that such date occurs on or prior to the Outside Date;

“**Effective Time**” means the time on the Effective Date as set forth in the Articles of Arrangement;

“**Final Order**” means the final order of the Court approving the Arrangement or, if appealed, then unless such appeal is withdrawn or denied, the final order of the Court of Appeal of Québec;

“**Governmental Entity**” means (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau or agency, domestic or foreign, (b) any subdivision, agent or authority of any of the foregoing or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“**Holdco Agreement**” means the agreement to be entered into between each Qualifying Holdco Shareholder that has elected the Holdco Alternative and the Purchaser providing for the acquisition of all issued and outstanding shares of the Qualifying Holdco by the Purchaser;

“**Holdco Alternative**” means the alternative for the Qualifying Holdco Shareholders to elect to sell their Shares through the Qualifying Holdcos in accordance with the terms and conditions of Section 2.9 of the Acquisition Agreement;

“**Holdco Shares**” means shares in the capital of a Qualifying Holdco;

"**In-the-Money Amount**" means, for each Cashed-out Option, the excess, if any, of the Cash Consideration over the “per share” exercise price of that Cashed-out Option as of the Effective Time;

“**Interim Order**” means the interim order of the Court made in connection with the Arrangement, or, if appealed, then unless such appeal is withdrawn or denied, the interim order of the Court of Appeal, as contemplated by Section 2.2 of the Acquisition Agreement;

“**Lenders**” means the Lenders described in the Commitment Letter;

“**Letter of Transmittal**” means the letter of transmittal to be sent by the Corporation to the Shareholders with the proxy circular in connection with the Arrangement;

“**Liens**” means any hypothecations, mortgages, liens, charges, security interests, pledges, claims, encumbrances and adverse rights or claims;

“**Meeting**” means the special meeting of Shareholders (including any adjournment thereof) that is to be convened in accordance with the Interim Order to consider and, if deemed advisable, to approve the Arrangement;

“**Meeting Date**” means the date of the Meeting;

“**Multiple Voting Shares**” means the multiple voting shares in the capital of the Corporation;

“**New Credit Facilities**” means the credit facilities to be entered into by the Corporation and the Lenders further to the Commitment Letter;

“**Option**” means an option to purchase Subordinate Voting Shares granted under the Stock Option Plan;

“**Outside Date**” means August 31, 2007, subject to the right of any Party to postpone the Outside Date for up to an additional 30 days (in 15-day increments) if the Regulatory Approvals have not been obtained and have not been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Party to such effect no later than 5:00 p.m. (Eastern time) on the date that is 5 days prior to the original Outside Date (and thereafter any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties; provided that notwithstanding the foregoing, a Party shall not be permitted to postpone the Outside Date if the failure to obtain a Regulatory Approval is materially the result of such Party’s failure to cooperate in accordance with Paragraph 5.5(a) of the Acquisition Agreement in obtaining such Regulatory Approval;

“**Parties**” means the Purchaser and the Corporation, and “**Party**” means either of them;

"**person**" includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Pre-Acquisition Reorganizations Notice**" means a notice in writing provided by the Purchaser to the Corporation at least twenty (20) days prior to the Effective Time specifying (i) the names of the entities to be incorporated or otherwise formed by the Corporation and/or its affiliates, (ii) the jurisdiction(s) of incorporation or governing law(s) under which such entities are to be formed, (iii) the transactions to be entered into by the Corporation and/or its affiliates (with a view notably to effecting the segregation of the Service Business and the Retail Business into separate limited partnerships), (iv) the form(s) of agreement(s), if any, to be used to implement any of the transactions referred to in (iii) above, and (v) the tax and other elections, if any, to be filed by the Corporation and/or any of its affiliates in connection with any of the transactions referred to in (iii) above, and the elected amounts or other information to be contained in any such elections;

"**Purchaser**" means LJVH Holdings Inc., a company incorporated under the laws of British Columbia and any successor corporation thereto;

"**Qualifying Holdco**" means a corporation that meets the conditions described in Paragraph 2.9 of the Acquisition Agreement;

"**Qualifying Holdco Shareholder**" means a person who is (i) resident in Canada for the purposes of the Tax Act (or are a partnership if all of the members of the partnership are resident in Canada), (ii) are not exempt from tax under Part I of the Tax Act, and (iii) is either registered owner of the Shares as of the date of the Acquisition Agreement, or is shareholder of a Qualifying Holdco;

"**Regulatory Approval**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities set forth in Schedule A attached to the Acquisition Agreement;

"**Retail Business**" means the business of the Corporation relating to coffee roasting, packaging and distribution for home consumption through retail channels such as supermarkets, and includes café bistros and the manufacture of coffeemakers;

"**Roll-over Agreement**" means a written agreement between Purchaser (or an affiliate of Purchaser) and an officer or employee of the Corporation or its subsidiaries, (i) pursuant to which Purchaser (or an affiliate of Purchaser) has agreed to accept, and such officer or employee has agreed to exchange, that number of the Shares held by such officer or employee stipulated in the agreement (if any) based on the value of such Shares equal to the product of the number of such Shares and the Cash Consideration, in exchange for shares in the capital of Purchaser (or an affiliate of Purchaser), except that cash may be paid in lieu of issuing fractional shares; (ii) which has been entered into prior to the Effective Time but is to be completed as set out in Section 3.1

of this Plan of Arrangement; (iii) under which all conditions to closing (other than completion of the Arrangement) have been satisfied or waived as of the Effective Time; and (iv) which has not been terminated prior to the Effective Time;

"**Roll-over Shareholders**" means the Shareholders who enter into a Roll-over Agreement;

"**Roll-over Shares**" means the Shares held by Roll-over Shareholders that are subject to a Roll-over Agreement;

"**Service Business**" means the business of the Corporation relating to the sale of coffee for consumption in the workplace and other public locations and the distribution of complementary products such as condiments, snacks, drinks, water and point of use water systems and also includes the operation of vending machines;

"**Shareholders**" means, collectively, the holders of Subordinate Voting Shares and the holders of Multiple Voting Shares;

"**Shares**" means, collectively, the Multiple Voting Shares and the Subordinate Voting Shares;

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

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

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time; and

"**VHGP**" means Van Houtte General Partnership, a general partnership created under the laws of the State of Nevada.

1.2 Sections and Headings

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to articles or sections refers to the specified articles or sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and vice versa and words importing any gender include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken under this Plan of Arrangement is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.5 Time

Time shall be of the essence in this Plan of Arrangement.

ARTICLE 2
BINDING EFFECT

2.1 Binding Effect

This Plan of Arrangement, within the meaning of Section 192 of the CBCA, will become effective on, and be binding on and after, the Effective Date on (i) the Corporation, (ii) the Purchaser, (iii) all Shareholders, (including those described in Section 4.1), (iv) all beneficial owners of Shares, (v) all Qualifying Holdco Shareholders, (vi) all Qualifying Holdcos, and (vii) all holders of Options.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

Pursuant to the Arrangement the following transactions shall occur and shall be deemed to occur without any further authorization, act or formality at the Effective Time (unless otherwise specified), in the following order:

(a) Four (4) hours prior to the Effective Time, the Corporation will have implemented the transactions set out in the Pre-Acquisition Reorganizations Notice;

(b) Three (3) hours prior to the Effective Time, the Purchaser will use all or part of the proceeds received by the Purchaser on the issuance of its shares to its controlling shareholder to provide, by wire transfer of immediately available funds, one or more loans to the Corporation in an amount equal to the amount necessary to fund the repayment of all debt of the Corporation or any of its affiliate (other than VHGP) that must be repaid prior to the Effective Time;

(c) Two (2) hours prior to the Effective Time, the Corporation and/or any of its affiliates (as the case may be) will repay in full all debts referred to in Section 3.1(b) and will implement all of the other transactions set out in the Debt Repayment Notice (other than the transactions relating to the winding-up of the Corporation's cross-border financing structure), which transactions will become effective in the order and at the times set out therein;

(d) Ten (10) minutes before the Effective Time, the Corporation will enter into the New Credit Facilities and disbursement will take place thereunder;

(e) Nine (9) minutes before the Effective Time, all of the transactions set out in the Debt Repayment Notice relating to the winding-up of the Corporation's cross-border structure will be implemented and will become effective in the order and at the times set out therein;

(f) Eight (8) minutes prior to the Effective Time, the Purchaser (or one or more of its affiliates) will provide by wire transfer of immediately available funds a loan to the Corporation equal to the aggregate amount payable under Section 3.1(g)(g)(ii) (the “**Option Payment Loan**”). The Option Payment Loan will be evidenced by demand promissory notes issued by the Corporation to the lender thereof;

(g) Five (5) minutes before the Effective Time:

   (i) each Option that is not vested at the Effective Date will be cancelled by the Corporation for no consideration;

   (ii) each Option that is vested but has not been exercised prior to the Effective Date will be cancelled by the Corporation in consideration for the right to receive a cash payment from the Corporation in an amount equal to the In-the-Money Amount of such Cashed-out Option (and, for greater certainty, the Corporation shall withhold any required withholding Taxes); and

   (iii) the Stock Option Plan will be cancelled.

(h) each Share outstanding immediately prior to the Effective Time (other than (i) Shares held by the Dissenting Shareholders, (ii) the Roll-over Shares, and (iii) the Shares held by the Qualifying Holdcos in respect of which the Holdco Alternative has been validly elected) shall be transferred without any further act or formality by the holder thereof to the Purchaser in exchange for the Cash Consideration;

(i) all Shares held by Dissenting Shareholders shall be deemed to have been transferred without any further act or formality by the holders thereto to the Purchaser or, as the case may be, the Corporation and such Shareholders shall cease to have any rights as Shareholders other than the right to be paid the fair value of their Shares as set out in Section 4.1;

(j) the transactions contemplated by Section (i) of the definition of Rollover Agreement will occur;

(k) with respect to each Share transferred to the Purchaser pursuant to Sections 3.1(h), 3.1(i) or 3.1(j):

   (i) the registered holder thereof shall cease to be the holder of such Share and such holder’s name shall be removed from the register of Shareholders, as of the Effective Time;

   (ii) the certificate representing such Shares shall be deemed to have been cancelled as of the Effective Time and the holder thereof shall be deemed to have executed and delivered all consents, releases, assignments, waivers, statutory or otherwise, required for the transfer of Shares to the Purchaser; and

(iii) the Purchaser shall be deemed to be the transferee of such Share and shall be entered in the register of Shareholders, as the holder thereof as of the Effective Time;

(l) all of the Holdco shares outstanding immediately prior to the Effective Time of each Qualifying Holdco in respect of which the Holdco Alternative has been validly elected shall be transferred without further act of formality by the holders thereof to the Purchaser in consideration for an amount equal to the product of the Cash Consideration and the total number of Shares beneficially owned by such Qualifying Holdco;

(m) with respect to each share of a Qualifying Holdco transferred to the Purchaser pursuant to Section 3.1(l):

(i) the Qualifying Holdco Shareholder of each such Holdco Share shall cease to be the holder of such share and such Qualifying Holdco Shareholder's name shall be removed as the registered holder of such shares from the register of shares of the relevant Qualifying Holdco as of the Effective Time;

(ii) the certificate representing such Holdco Shares of the Qualifying Holdco shall be deemed to have been cancelled as of the Effective Time and the holder thereof shall be deemed to have executed and delivered all consents, releases, assignments, waivers, statutory or otherwise required for the transfer of the shares to the Purchaser; and

(iii) the Purchaser shall be deemed to be the transferee of such Holdco Shares of the Qualifying Holdco and shall be entered in the register of shares of the Qualifying Holdco as the holder thereof as of the Effective Time.

3.2 Adjustments to Cash Consideration

If, on or after May 4, 2007, the Corporation should: (i) divide, combine, reclassify, consolidate, convert or otherwise change any of the Shares or its capitalization; (ii) issue, grant or sell any Shares, Options, other securities, calls, conversion privileges or rights of any kind to acquire any Shares or other securities (other than pursuant to the exercise of existing Options issued under the Stock Option Plan); (iii) declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the Shares (except with respect to the special dividend declared on August 30, 2006 for an aggregate amount of $0.50 per Share and of which only $0.25 per Share remains payable on June 15, 2007); or (iv) should disclose that it has taken or intends to take any such action, then the Cash Consideration will be adjusted to reflect such division, combination, reclassification, consolidation, conversion, other change, issuance, grant, sale, dividend or other distribution.

ARTICLE 4
RIGHTS OF DISSENT

4.1 Rights of Dissent

(a) Holders of Shares may exercise rights of dissent with respect to such Shares pursuant to and in the manner set forth in section 190 of the CBCA and this section 4.1 (the "**Dissent Rights**") in connection with the Arrangement as the same may be modified by the Interim Order or the Final Order; provided that, notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Corporation before 5:00 p.m. on the business day preceding the Meeting.

(b) Holders of Shares who duly exercise such rights of dissent and who:

(i) are ultimately entitled to be paid fair value for their Shares shall be deemed to have transferred such Shares to (A) the Purchaser at the Effective Time, to the extent the fair value thereof is paid by the Purchaser, or (B) failing which, the Corporation at the Effective Time, to the extent the fair value thereof is paid by the Corporation, in which case, such Shares shall be cancelled as of the Effective Time; or

(ii) for any reason are ultimately not entitled to be paid fair value for their Shares shall be deemed to have participated in the Arrangement on the same basis as any non dissenting Shareholder as at and from the Effective Time and shall be deemed to have transferred such Shares to the Purchaser at the Effective Date in consideration for, for each Share so transferred, the Cash Consideration;

but in no case shall the Purchaser or the Corporation or any other person be required to recognize such holders as holders of Shares after the Effective Time, and the names of such holders of Shares shall be deleted from the register of shareholders of Shares at the Effective Time.

ARTICLE 5
PAYMENT AND CERTIFICATES

5.1 Payment of the Cash Consideration

(a) At or before the Effective Time, the Purchaser shall deposit with the Depositary, for the benefit of the Shareholders (excluding Dissenting Shareholders and Roll-over Shareholders), the Cash Consideration in the aggregate amount equal to the payments contemplated by Sections 3.1(h), 3.1(i) and 3.1(j). Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented the Shares that were transferred as provided in Sections 3.1(h), 3.1(i) and 3.1(j) together with a duly completed Letter of Transmittal and with such other documents and instruments as would have been required to effect the transfer of the Shares formerly represented by such certificate under the CBCA and the by-laws of the Corporation, and such additional documents and instruments as the Depositary and/or the Purchaser may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor the cash payment (net of amounts required to be withheld pursuant to Section 5.4) which such holder is entitled to receive pursuant to Sections 3.1(h), 3.1(i) and 3.1(j), as applicable.

(b) The Company shall deliver to each holder of Cashed-out Options, forthwith after the Effective Time, a cheque issued by the Corporation (or other form of immediately available funds) representing that amount of cash which such holder of Cashed-out Options has the right to receive, less any amounts withheld pursuant to Section 5.4.

(c) Subject to Section 5.3, the Purchaser shall cause the Depositary, as soon as practicable and in any event within three business days following the later of the Effective Date and the date of deposit with the Depositary of the documentation as provided in Section 5.1(a) to:

(i) forward or cause to be forwarded by first class mail (postage paid) to the holder at the address specified in the Letter of Transmittal; or

(ii) if requested by the holder in the Letter of Transmittal, make available at the Depositary for pick-up by the holder; or

(iii) if the Letter of Transmittal neither specifies an address nor contains a request as described in Section 5.1(c)(ii), forward or cause to be forwarded by first class mail (postage paid) to the Shareholder at the address of such Shareholder as shown on the share register maintained by or on behalf of the Corporation as at the Effective Time;

the Cash Consideration payable to such Shareholder pursuant to Article 3, the whole in accordance with the provisions hereof (net of amounts required to be withheld pursuant to Section 5.4).

(d) No Shareholder shall be entitled to receive any consideration with respect to the Shares other than the Cash Consideration, if any, which they are entitled to receive in accordance with Sections 3.1(h), 3.1(i) and 3.1(j) (net of amounts required to be withheld pursuant to Section 5.4). For greater certainty, no Shareholder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

(e) Until such time as a former Shareholder complies with the provisions of Sections 5.1(a), the Cash Consideration to which such Shareholder is entitled (net of amounts required to be withheld pursuant to Section 5.4) shall, subject to Section 5.3, be paid to the Depositary to be held in trust for such Shareholder for delivery to the Shareholder, without interest, upon deposit with the Depositary of the documentation as provided in Section 5.1(c). Any interest earned on funds held in trust for the Shareholders pursuant to this Section 5.1 shall be for the sole benefit of the Purchaser.

(f) Until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Date represented Shares that were cancelled or exchanged as provided in Sections 3.1(h), 3.1(i) and 3.1(j) shall be deemed at all times after the time which is 5 minutes following the Effective Time to represent only the right to receive upon such surrender (together with the documentation set forth in Section 5.1(c)) the Cash Consideration or the Roll-over Shares of the Purchaser which such Shareholder is entitled to receive pursuant to the provisions hereof.

(g) For the purpose of this Section 5.1, (i) references to “Shareholders” shall exclude the Qualifying Holdcos described in Section 3.1(m) and shall include holders of shares of such Qualifying Holdcos described in Section 3.1(l) and such holders of shares of Qualifying Holdcos shall be considered to own the Shares owned by their Qualifying Holdcos and (ii) all procedures set out in this Section 5.1 shall be subject to the provisions of the Holdco Alternative and the Holdco Agreement.

5.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares or Holdco Shares that were transferred pursuant to Sections 3.1(h), 3.1(i) and 3.1(j) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay in exchange for such lost, stolen or destroyed certificate, the Cash Consideration which such holder is entitled to receive pursuant to Sections 3.1(h), 3.1(i) and 3.1(j) (net of amounts required to be withheld pursuant to Section 5.4). When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom the payment is made shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Corporation, Purchaser and the Depositary in such sum as Purchaser may direct or otherwise indemnify Purchaser in a manner satisfactory to Purchaser against any claim that may be made against Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Extinction of Rights

If any holder of Shares or Holdco Shares fails for any reason to deliver to the Depositary for cancellation the certificates formerly representing the Shares or Holdco Shares (or an affidavit of loss and bond or other indemnity pursuant to Section 5.2), together with such other documents or instruments required for such holder to receive payment for the Shares or Holdco Shares, on or before the sixth anniversary of the Effective Date, such holder shall be deemed to have donated and forfeited to Purchaser any Cash Consideration (net of amounts required to be withheld pursuant to Section 5.4) held by the Depositary in trust for such holder to which such holder is entitled. At and after the Effective Time, any certificate formerly representing the Shares or Holdco Shares shall represent only the right to receive the consideration provided in this Plan of Arrangement; provided that such certificates shall, on the sixth anniversary of the Effective Date, cease to represent a claim of any nature whatsoever and shall be deemed to have been surrendered to Purchaser and shall be cancelled. Any portion of the amount deposited with the Depositary (including any interest and other income resulting from any investment of the Depositary with respect to such amount) that remains unclaimed by the holders of Shares or Holdco Shares and other eligible persons in accordance with this Article 5 following 180 days after the Effective Time shall be delivered to the Corporation, and any holder who has not previously complied with this Article 5 shall thereafter look only to the Corporation for, and, subject to this Section 5.3, the Corporation shall remain liable for, payment of such holder's claim for payment under Section 5.1.

5.4 Withholding Rights

The Corporation, the Purchaser and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any holder of Shares or Holdco shares under this Plan of Arrangement, such amounts as the Corporation, the Purchaser, or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case, as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the holder is resident. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the holder of the Shares or Holdco Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted in accordance with applicable law to the appropriate taxing authority.

5.5 Distributions with respect to Unsurrendered Certificates

No dividends or other distributions declared or made with respect to Shares or Holdco Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Shares or Holdco Shares that were transferred pursuant to Section 3.1.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) The Corporation reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by the Purchaser, (iii) filed with the Court and, if made following the Meeting, approved by the Court and communicated to holders of Shares if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation at any time prior to the Meeting (provided that the Purchaser shall have consented thereto), and if so proposed and approved by the persons voting at the Meeting (as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if (i) it is consented to by each of the Corporation and the Purchaser and (ii) if required by the Court, it is approved by holders of the Shares voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any Shareholders.

(e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Acquisition Agreement.

ARTICLE 7
FURTHER ASSURANCES

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement and shall become effective without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

SCHEDULE A

ARRANGEMENT RESOLUTION

SPECIAL RESOLUTION OF THE SHAREHOLDERS

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Section 192 of the Canada Business Corporations Act (the "**CBCA**") involving Van Houtte Inc. (the "**Corporation**"), as more particularly described and set forth in the Management Information Circular (the "**Circular**") of the Corporation accompanying the notice of this meeting (as the Arrangement may be modified or amended), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or have been amended, (the "**Plan of Arrangement**") involving the Corporation, the full text of which is set out in Schedule A to the Acquisition Agreement dated as of May 4, 2007, between the Purchaser and the Corporation (the "**Acquisition Agreement**"), is hereby approved and adopted.

3. The Acquisition Agreement, the actions of the directors of the Corporation in approving the Arrangement and the actions of the officers of the Corporation in executing and delivering the Acquisition Agreement and any amendments thereto are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation or that the Arrangement has been approved by the Superior Court of Québec, the directors of the Corporation are hereby authorized and empowered, at their discretion, without further notice to or approval of the shareholders of the Corporation (i) to amend the Acquisition Agreement or the Plan of Arrangement to the extent permitted by the Acquisition Agreement, and (ii) subject to the terms of the Acquisition Agreement, not to proceed with the Arrangement.

5. Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver articles of arrangement and such other documents as are necessary or desirable to the Director under the CBCA in accordance with the Acquisition Agreement.

6. Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.