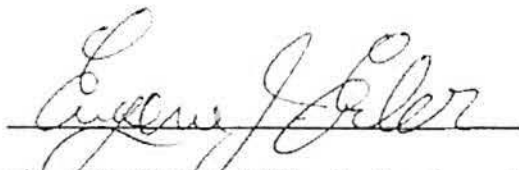
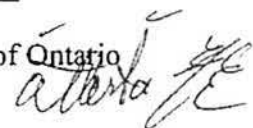


**This is Exhibit "M" referred to in
the Affidavit of Darren Krissie
sworn before me this 29th day of April, 2010**



Commissioner for Taking Affidavits, Province of Ontario
(or as may be)



EUGENE J. ERLER
BARRISTER AND SOLICITOR
AND NOTARY PUBLIC

September 25, 2009

Planet Organic Health Corp.
and Planet Organic Holding Corp.
7915-104 St, Suite 230
Edmonton, Alberta T6E 4E1
Attn: Darren Krissie, Executive Vice President

Re: Forbearance Agreement and First Amendment to Amended and Restated Term Loan Agreement, Canadian General Security Agreement and U.S. Security Pledge Agreement (the "Agreement")

Ladies and Gentlemen:

Reference is hereby made to (a) the Amended and Restated Term Loan Agreement (as amended and in effect from time to time, the "*Term Loan Agreement*") dated as of November 30, 2007 by and among Planet Organic Health Corp. (the "*Parent Guarantor*"), Planet Organic Holding Corp. (as a Guarantor and as the "*Borrower*"), certain Subsidiaries thereof, as Guarantors, the lending institutions from time to time party thereto (the "*Lenders*"), and Ares Capital Corporation, a Maryland corporation, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "*Second Lien Collateral Agent*", together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), (b) the Canadian General Security Agreement (as amended and in effect from time to time, the "*Canadian Security Agreement*") dated as of July 3, 2007 by and among the Parent Guarantor, Healthy's, the Athlete's Edge Inc., Darwen Holdings Ltd., S-5 Holdings Ltd. and 616407 Alberta Ltd. in favor of the Second Lien Collateral Agent and (c) the U.S. Security Pledge Agreement (as amended and in effect from time to time, the "*U.S. Security Agreement*") dated as of July 3, 2007 by and among the Grantors party thereto in favor of the Second Lien Collateral Agent. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Term Loan Agreement.

WHEREAS, the Credit Parties, the Lenders, and the Agents have agreed to amend the Term Loan Agreement, the U.S. Security Agreement and the Canadian Security Agreement as set forth herein on the terms and conditions set forth herein;

WHEREAS, each Credit Party acknowledges and has advised the Agents and the Lenders that the Credit Parties have failed to comply (or, in the case of the Test Periods ending June 30, 2009 and September 30, 2009, expect to fail to comply) with certain provisions of the Term Loan Agreement as set forth on Schedule A hereto as of the time periods identified on said Schedule A and such failures to comply constitute Events of Default (the "*Forbearance Defaults*"); and

WHEREAS, at the request of the Borrower, the Agents and the Lenders have agreed to forbear from enforcing their rights and remedies with respect to the Forbearance Defaults until the Forbearance Termination Date (as defined below), all as specifically set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained in each of the Term Loan Agreement, herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Term Loan Agreement. As of the date hereof, the Term Loan Agreement is hereby amended as follows:

a. By inserting the following definitions in Section 1.01 of the Term Loan Agreement:

““*Forbearance Effective Date*” means August 1, 2009.”

““*Interest Payment Date*” has the meaning specified in Section 2.08(d).”

““*PIK Amount*” has the meaning specified in Section 2.08(d).”

b. By deleting the definition of “*Applicable Margin*” and substituting in lieu thereof the following:

““*Applicable Margin*” shall mean, (x) for all periods from the Closing Date through December 30, 2008, a percentage per annum equal, (i) with respect to LIBOR Loans, 5.50 percentage points and (ii) with respect to ABR Loans, 4.50 percentage points and (y) for all periods from December 31, 2008 and thereafter, a percentage per annum equal, (i) with respect to LIBOR Loans, 10.00 percentage points and (ii) with respect to ABR Loans, 9.00 percentage points.”

c. By deleting the definition of “*ABR*” and substituting in lieu thereof the following:

““*ABR*” shall mean, for any day, a fluctuating rate of interest per annum (rounded upward, if necessary, to the next highest 1/16 of 1%) equal to the highest of: (a) the New York Prime Rate in effect on such day; (b) the Federal Funds Rate in effect on such day plus ½ of 1%; and (c) 4.00%. Changes in the rate of interest on that portion of any Loans maintained as ABR Loans will take effect simultaneously with each change in the applicable ABR.”

d. By deleting the definition of “*Change of Control*” and substituting in lieu thereof the following:

““*Change of Control*” shall mean an event or series of events by which: (a) any person or group of persons shall have acquired beneficial ownership, directly or indirectly, of thirty percent (30%) or more of the outstanding shares of Capital Stock of the Parent Guarantor; (b) during any period of twelve (12) consecutive calendar months after the Forbearance Effective Date, individuals who at the beginning of such period constituted the board of directors of Parent Guarantor (together with any new directors whose election by the board of directors of Parent Guarantor or whose nomination for election by the shareholders of Parent Guarantor was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved, but excluding any individual originally proposed for election in opposition to the board of directors of Parent Guarantor in office at the beginning of such period in an actual or threatened election contest relating to the election of the directors) cease for any reason other than death or disability to constitute a majority of the directors then in office; (c) either Michael Arougheti or Daniel Katz (or, in either case, a successor designated by ARCC) is removed from the board of directors of the Parent Guarantor and the board of directors or the shareholders of the Parent Guarantor shall fail to appoint an individual designated by ARCC in replacement of such director; (d) the Purchaser Board Designee (as defined in the Note Purchase Agreement as in effect on the Forbearance Effective Date) is removed from the board of directors of the Parent Guarantor and the board of directors or the shareholders of the Parent Guarantor

shall fail to appoint a new Purchaser Board Designee in replacement of such director; (e) Ron Francisco, his spouse, his lineal descendants, the estates of one or more of the foregoing individuals, or trusts established for the benefit of one or more of the foregoing individuals (collectively, the "Francisco Parties"), shall at any time fail to have exclusive voting power with respect to 75% or more of the voting stock of the Parent Guarantor held by the Francisco Parties as of the Forbearance Effective Date (after adjusting for any stock splits, stock dividends or similar transactions); (f) the Parent Guarantor shall at any time fail to own directly, beneficially and of record, on a fully diluted basis, 100% or more of the outstanding Capital Stock of the Borrower, free and clear of all Liens other than Liens in favor of the Collateral Agent, the First Lien Agent and the Third Lien Agent; or (g) other than as a result of a liquidation or dissolution of a Subsidiary of any Credit Party or the merger of any Subsidiary into another Credit Party permitted under Section 9.03, any Credit Party shall at any time, directly or indirectly, own beneficially and of record, on a fully diluted basis, less than 100% of the Capital Stock (other than directors' qualifying shares) of any of their respective Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent, the First Lien Agent and the Third Lien Agent."

e. By deleting the definition of "Credit Documents" and substituting in lieu thereof the following:

"*Credit Documents*" shall have the meaning set forth in the Credit Agreement; provided that when such term is used in the Guarantee Agreement or any Security Document such term shall include any other Term Loan Document."

f. By deleting the definition of "LIBOR Rate" and substituting in lieu thereof the following:

"*LIBOR Rate*" shall mean, for each Interest Period for each LIBOR Loan, the interest rate expressed as a percentage rate per annum calculated on the basis of a 360 day year, equal to:

(a) the simple average (rounded upward, if necessary, to the nearest whole multiple of 1/16 of one percent per annum of the rates per annum) of the rates per annum for deposits in US Dollars in the London England inter-bank market for a period equal to such Interest Period which appears on Telerate Screen, page 3750 (or such other page as the Lenders will nominate which replaces that page for the purpose of displaying offered rates of leading banks for London inter-bank deposits in US Dollars) for a period equal to such Interest Period and in an amount comparable to the amount of the LIBOR Loan to be outstanding during such Interest Period as of 11:00 a.m. London, England time on the second Business Day preceding the first day of such Interest Period; or

(b) if a rate is not determinable pursuant to clause (a) of this definition at the relevant time, as determined by the Lenders, such rate, as determined by the Lenders, to be the average (rounded upward, if necessary, to the nearest whole multiple of 1/16 of one percent per annum of the rates per annum) of the rates per annum at which deposits in US Dollars are offered by the principal lending office in London, England of the Administrative Agent to leading banks in the London inter-bank market at approximately 11:00 a.m. London, England time on the second Business Day preceding the first day of such Interest Period for a period comparable to the Interest Period and in an amount comparable to the amount of the LIBOR Loan to be outstanding during such Interest Period;

provided, however, that for all periods from December 31, 2008 and thereafter at no time shall the LIBOR Rate be less than 3.00%."

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g. By deleting Section 2.08(d) of the Term Loan Agreement and substituting in lieu thereof the following:

“(d) Interest on each Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment thereof and shall be payable (i) in respect of each ABR Loan, quarterly in arrears on the last day of each March, June, September and December, beginning with the fiscal quarter ending December 31, 2007, (ii) in respect of each LIBOR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three-month intervals after the first day of such Interest Period, and (iii) in respect of each Loan, on any prepayment (on the amount prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand. On each such interest payment date referred to in clauses (i) and (ii) above (an “*Interest Payment Date*”), the Borrower shall pay all accrued and unpaid interest on the Loans by either (A) paying all such accrued interest in cash or (B) at the election of the Borrower, paying all such accrued interest except the PIK Amount (as defined below) in cash and paying the PIK Amount by increasing the then aggregate outstanding principal amount of the Loans by the PIK Amount. “*PIK Amount*” means, (x) in relation to any Interest Payment Date up to and including September 25, 2009, interest accrued on the outstanding principal amount of the Loans for such period at the rate of four and one-half percent (4.5%) per annum plus the amount, if any, by which the LIBOR Rate (calculated without giving effect to the proviso thereof) is less than 3.00% and (y) in relation to any Interest Payment Date from and after September 25, 2009, interest accrued on the outstanding principal amount of the Loans for such period at the rate of three percent (3.0%) per annum. To the extent requested from time to time by the Lenders, the Borrower shall issue additional or replacement Notes to evidence the increased principal amount of the Notes resulting from the deferral of interest payments hereunder; provided, that the absence of or failure to request or issue such additional or replacement Notes shall not affect the validity of such obligation, its character as principal or the Borrower’s obligations with respect thereto.”

h. By deleting Section 4.02(a)(iii) of the Credit Agreement and substituting in lieu thereof the following:

“(iii) Concurrently with the receipt by any Credit Party or any of its Subsidiaries of any proceeds from any Disposition (other than one permitted under Section 9.04(c) or Section 9.04(f)) in excess of \$200,000 in any Test Period, the Borrowers shall prepay the Loans in an amount equal to one hundred percent (100%) of the Net Disposition Proceeds from such Disposition in excess of \$200,000 in any Test Period, to be applied as set forth in Section 4.02(a)(vii), unless the Required Lenders, in their sole discretion, agree otherwise. Any such agreement by the Required Lenders must be in writing and be provided prior to the Disposition, in order to be effective. Nothing in this Section 4.02(a)(iii) shall be construed to permit or waive any Default or Event of Default arising from any Disposition not permitted under the terms of this Agreement.”

i. By inserting the following new Section 8.21 at the end of Article VIII of the Term Loan Agreement:

“SECTION 8.21. Monthly Lender Meetings. Beginning on the Forbearance Effective Date, each Credit Party will, and will cause each of its Subsidiaries to, upon the request by the Required Lenders, participate in a meeting of the Lenders, to be held via teleconference and in person within five (5) Business Days after the delivery of the financial information pursuant to Section 8.01(a), at a time selected by the Collateral Agent and reasonably acceptable to the

Lenders and the Borrower. The purpose of this meeting shall be to discuss the Credit Parties' financial performance and business integration efforts."

j. By deleting the ratio "1.10x" opposite the Test Periods ending June 30, 2009 and September 30, 2009 appearing in the table in Section 9.14(c) of the Term Loan Agreement, and substituting in lieu thereof the ratio "1.05x" opposite the Test Period ending June 30, 2009 and the ratio "1.00x" opposite the Test Period ending September 30, 2009.

k. By deleting the ratio "4.00x" opposite the Test Periods ending June 30, 2009 and September 30, 2009 appearing in the table in Section 9.14(e) of the Term Loan Agreement, and substituting in lieu thereof the ratio "3.00x" opposite the Test Period ending June 30, 2009 and the ratio "2.50x" opposite the Test Period ending September 30, 2009.

2. Amendments to U.S. Security Agreement. As of the date hereof, the U.S. Security Agreement is hereby amended as follows:

a. By inserting the following new definition in Section 1.1 of the U.S. Security Agreement:

"*Term Loan Agreement*" shall mean the Amended and Restated Term Loan Agreement, dated as of November 30, 2007, by and among Planet Organic Health Corp. as parent guarantor, Planet Organic Holding Corp., as borrower and a guarantor, the lenders party thereto and Ares Capital Corporation as lead arranger, administrative agent, second lien collateral agent and documentation agent, as amended and in effect from time to time."

b. By deleting the definition of "Guarantors" and substituting in lieu thereof the following:

"*Guarantors*" shall mean the Grantors other than the U.S. Borrower, and "*Guarantor*" shall mean each Grantor, other than the U.S. Borrower."

c. By deleting the definition of "Secured Obligations" and substituting in lieu thereof the following:

"*Secured Obligations*" shall mean (a) in the case of the U.S. Borrower, the "Second Lien Obligations" as defined in the Term Loan Agreement and (b) in the case of the Guarantors, the Guarantor Obligations."

d. By replacing all references to the "Credit Agreement" where they appear in the U.S. Security Agreement (other than in the first recital thereto) with references to the "Term Loan Agreement".

e. By replacing all references to the "Credit Documents" or a "Credit Document" where they appear in the U.S. Security Agreement with references to the "Term Loan Documents" or a "Term Loan Document", respectively.

f. By replacing all references to "Section 4.02(f) of the Credit Agreement" where they appear in the U.S. Security Agreement with references to "Section 4.02(d) of the Term Loan Agreement".

3. Amendments to Canadian Security Agreement. As of the date hereof, the Canadian Security Agreement is hereby amended as follows:

- a. By inserting the following new definition in Section 1.1 of the Canadian Security Agreement:

“*Term Loan Agreement*” shall mean the Amended and Restated Term Loan Agreement, dated as of November 30, 2007, by and among Planet Organic Health Corp. as parent guarantor, Planet Organic Holding Corp., as borrower and a guarantor, the lenders party thereto and Ares Capital Corporation as lead arranger, administrative agent, second lien collateral agent and documentation agent, as amended and in effect from time to time.”

- b. By deleting the definition of “**Guarantors**” and substituting in lieu thereof the following:

“*Guarantors*” shall mean the Grantors and “*Guarantor*” shall mean each Grantor.”

- c. By deleting the definition of “**Secured Second Lien Obligations**” and substituting in lieu thereof the following:

“*Secured Second Lien Obligations*” or “*Secured Obligations*” shall mean the Guarantor Obligations.”

- d. By replacing all references to the “**Credit Agreement**” where they appear in the Canadian Security Agreement (other than in the first recital thereto) with references to the “**Term Loan Agreement**”.
- e. By replacing all references to the “**Credit Documents**” or a “**Credit Document**” where they appear in the Canadian Security Agreement with references to the “**Term Loan Documents**” or a “**Term Loan Document**”, respectively.
- f. By replacing all references to “Section 4.02(f) of the Credit Agreement” where they appear in the Canadian Security Agreement with references to “Section 4.02(d) of the Term Loan Agreement”.

4. Forbearance.

a. Subject to all of the other terms and conditions set forth herein, and solely with respect to the Forbearance Defaults, the Agents and the Lenders agree to forbear from exercising their rights and remedies under the Term Loan Agreement and the other Term Loan Documents to collect the indebtedness of the Borrower and the Guarantors to the Agents and the Lenders under the Term Loan Agreement and the other Term Loan Documents from the Forbearance Effective Date until that date (the “*Forbearance Termination Date*”) which is the earliest to occur of (i) November 30, 2009, (ii) the failure after the date hereof of any of the Credit Parties to comply with any of the terms or undertakings of this Agreement or the determination that any of the representations and warranties of the Credit Parties contained in Section 5 herein was incorrect in any respect when made, (iii) the occurrence after the date hereof of any Default or Event of Default (other than the Forbearance Defaults), (iv) the occurrence of any further material adverse change (in the opinion of the Agents and the Lenders) to the business, assets, financial condition or prospects of any of the Credit Parties, (v) the occurrence of the Forbearance Termination Date under (and as defined in the forbearance agreement, dated on or about the date hereof, with respect to the Credit Agreement) the Credit Agreement or of the Forbearance Termination Date under (and as defined in the forbearance agreement, dated on or about the date hereof, with respect to the Note Purchase Agreement) the Note Purchase Agreement, (vi) the date that any of the Credit Parties or any Affiliate thereof or any Person or entity claiming by or through any of the Credit Parties joins in, assists, cooperates or participates as an adverse party or adverse witness in any suit or other proceeding

against the Agents, the Lenders or any of their respective Affiliates relating to the indebtedness referred to as the Obligations or any amounts owing hereunder in connection with or related to any of the transactions contemplated by the Term Loan Agreement, the other Term Loan Documents, this Agreement or any documents, agreements or instruments executed in connection with any of the foregoing and (vii) any Credit Party fails to pay or cause to be paid, when due, all statutory claims or other claims which would have priority over the security provided pursuant to the Security Documents. Upon the Forbearance Termination Date, the agreements of the Agents and the Lenders to forbear from exercising their rights and remedies in respect of the Forbearance Defaults set forth herein shall automatically terminate, without the requirement of any notice to any Credit Party, and the Agents and the Lenders shall be free in their sole and absolute discretion to proceed to enforce any or all of their rights and remedies set forth in this Agreement, the Term Loan Agreement, the other Term Loan Documents and applicable law, including, without limitation, the right to demand the immediate repayment of the Loans and the right to immediate repayment of all other Obligations in full. The time period between the Forbearance Effective Date and the Forbearance Termination Date is referred to herein as the "*Forbearance Period*".

b. In furtherance of the foregoing and notwithstanding the occurrence of the Forbearance Effective Date, each of the Credit Parties agree that, subject to the agreement of the Agents and the Lenders to forbear from exercising certain of their rights and remedies as and to the extent expressly set forth in this Agreement, all rights and remedies of the Lenders under the Term Loan Documents or applicable law with respect to such Credit Party shall continue to be available to the Lenders from and after the Forbearance Effective Date.

c. It is understood and agreed that interest shall accrue and be payable on the outstanding Obligations under the Term Loan Agreement at the rate provided for in Section 2.08(d) of the Term Loan Agreement, as amended.

5. **Representations and Warranties.** Each Credit Party represents and warrants to the Agents and each Lender as follows:

a. **Representations and Warranties in the Term Loan Agreement.** Other than as expressly contemplated herein and as a result of the existence of the Forbearance Defaults, the representations and warranties of the Credit Parties contained in the Term Loan Agreement and the other Term Loan Documents were true and correct in all material respects as of the date when made and, after giving effect to this Agreement, continue to be true and correct in all material respects on the date hereof, except, in each case, to the extent of changes resulting from transactions or events contemplated by the Term Loan Agreement, and the other Term Loan Documents or to the extent that such representations and warranties relate expressly to an earlier date.

b. **Authority.** The execution and delivery by the Credit Parties of this Agreement and the performance by the Credit Parties of all of their agreements and obligations under the Term Loan Agreement, as amended hereby, and the other Term Loan Documents are within the corporate authority of the Credit Parties and have been duly authorized by all necessary corporate action on the part of the Credit Parties.

c. **Enforceability.** This Agreement, the Term Loan Agreement as amended hereby, the Canadian Security Agreement as amended hereby, the U.S Security Agreement as amended hereby and the other Term Loan Documents constitute the legal, valid and binding obligations of the Credit Parties enforceable against the Credit Parties in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of, creditors' rights and except to the extent that availability of the remedy of specific

performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

d. Indebtedness. Each Credit Party acknowledges and agrees that they are each liable to the Lenders under the Term B Loan Facility which as at September 25, 2009, was in the amount set forth on Schedule B hereto, plus costs, fees and interest, as may have been increased or reduced from time to time in the ordinary course of business.

e. Defenses. None of the Credit Parties has any defenses, rights of set-off or counterclaims which would entitle them to dispute the Obligations as being fully due and payable in accordance with their terms and the Term Loan Documents as being fully enforceable without further notice.

f. No Defaults. Upon giving effect to this Agreement, no Default or Event of Default, other than the Forbearance Defaults, has occurred and is continuing, and, other than the Forbearance Defaults, no Default or Event of Default will exist after execution and delivery of this Agreement.

6. Ratification. Each of the Credit Parties agrees that the Obligations, as evidenced by or otherwise arising under the Term Loan Agreement and the other Term Loan Documents, except as otherwise expressly modified in this Agreement upon the terms set forth herein, are, by the Credit Parties' execution of this Agreement, ratified and confirmed in all respects. Except as expressly provided in this Agreement, all of the terms and conditions of the Term Loan Agreement, the Canadian Security Agreement, the U.S. Security Agreement and the other Term Loan Documents remain in full force and effect. Nothing contained in this Agreement shall (a) be construed to imply a willingness on the part of the Agents or the Lenders, under the Term Loan Agreement, or the First Lien Agent, the Second Lien Agent or the Third Lien Agent, under the Intercreditor Agreement, to grant any similar or other future amendment of any of the terms and conditions of the Term Loan Agreement, the Intercreditor Agreement or the other Term Loan Documents or (b) in any way prejudice, impair or affect any rights or remedies of the Agents, the Lenders, the First Lien Agent, the Second Lien Agent or the Third Lien Agent, under the Term Loan Agreement, the Intercreditor Agreement or the other Term Loan Documents. The terms and provisions of this Agreement are in no way intended and shall not be deemed or construed to constitute a novation of the Term Loan Agreement, the Intercreditor Agreement or the other Term Loan Documents.

7. Covenants. Each of the Agents, the Lenders and the Credit Parties hereby covenant and agree with and for the benefit of the Agents and the Lenders, notwithstanding anything to the contrary contained in the Term Loan Agreement or any of the other Term Loan Documents, as follows:

a. Compliance with Term Loan Documents. Each Credit Party will, and will cause each of its Subsidiaries to, comply and continue to comply with all of the terms, covenants and provisions contained in the Term Loan Documents to which each is a party and any other instruments evidencing or creating any of the Obligations except as such terms, covenants and provisions are expressly modified in this Agreement.

b. Reporting.

i. Business Plan and Projection Model. On or prior to October 31, 2009, the Borrower shall deliver to the Administrative Agent a five-year business plan and projection model of the Parent Guarantor and its Subsidiaries including, without limitation, a consolidated income statement, balance sheet and statement of cash flow, measured on (A) a monthly basis for the first year, (B) a quarterly basis for each of the second and third years and (C) an annual basis for each of the fourth and fifth years, all in reasonable detail and duly certified by an Authorized Officer of the Borrower as having been prepared in good faith based on assumptions believed to

be fair and reasonable in light of the conditions existing at the time of delivery of such forecast. The Borrower will make reasonable changes to the form of forecast upon the request of the Administrative Agent or its advisors.

ii. Integration Report. On or prior to October 15, 2009, the Borrower shall deliver to the Administrative Agent a report of the Credit Parties' business integration efforts, all in reasonable detail and duly certified by an Authorized Officer of the Borrower.

iii. Draft Year End Financials. On or prior to September 30, 2009, the Credit Parties shall deliver to the Administrative Agent drafts of the annual financial statements described in and complying with Section 8.01(c) of the Credit Agreement, for the fiscal year ending June 30, 2009, prepared (and in the form expected to be audited and certified) by the Parent Guarantor's auditor or another independent public accounting firm reasonably acceptable to the Collateral Agent.

c. Inspection Rights. Each Credit Party agrees that, at the Borrower's sole cost and expense, the Administrative Agent or its designee may conduct examinations of any Credit Party's financial and operational affairs. Without limiting this Section 7(c), each Credit Party hereby agrees that any such examination may commence as of the date hereof, and shall cooperate in all respects, with any such examination.

d. Forbearance Fee. The Borrower agrees to pay U.S \$41,726.08 as a forbearance fee (the "Forbearance Fee") payable contemporaneously with the effectiveness of this Agreement. The Forbearance Fee shall be fully earned by the Agents and Lenders upon the effectiveness of this Agreement. The Forbearance Fee shall constitute a part of the Obligations and shall be secured by the Collateral and guaranteed by the Guarantors.

e. Further Assurances. Each Credit Party will, and will cause its Subsidiaries to, at any time or from time to time execute and deliver such further instruments, each in form and substance satisfactory to the Administrative Agent, and take such further action as the Administrative Agent may reasonably request, in each case further to effect the purposes of this Agreement, the Term Loan Documents and all documents, agreements and instruments executed in connection therewith.

8. Conditions to Effectiveness of Agreement. The Agents, the Lenders and the Credit Parties agree that the provisions of this Agreement shall be effective upon the satisfaction of each of the following conditions precedent, each in form and substance satisfactory to the Administrative Agent, on or prior to September 25, 2009:

a. The Administrative Agent shall have received a fully executed copy of this Agreement, together with the consent of the First Lien Agent and the Third Lien Agent in the form attached hereto.

b. The Administrative Agent shall have received a fully executed copy of a forbearance agreement under the Credit Agreement, in form and substance satisfactory to the Administrative Agent.

c. The Administrative Agent shall have received a fully executed copy of a forbearance agreement under the Note Purchase Agreement, in form and substance satisfactory to the Administrative Agent (the "NPA Forbearance Agreement").

d. The Administrative Agent shall have received payment for all fees, including but not limited to the Forbearance Fee, and expenses including, without limitation, fees and expenses incurred by

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their counsel and their financial advisors and other consultants (if any), for which invoices or reasonable estimates therefor have been provided to the Credit Parties.

e. The Administrative Agent shall have received a certificate executed by Authorized Officers of the Credit Parties certifying that (i) the representations and warranties of each of the Credit Parties in the Term Loan Agreement and the other Term Loan Documents are true and correct as of the Forbearance Effective Date and the date of this Agreement, except as provided herein with respect to the occurrence of the Forbearance Defaults, and to the extent that any of such representations and warranties relate by their terms to a prior date they are true and correct as of such prior date, and (ii) there shall have occurred no Default or Event of Default other than the Forbearance Defaults.

9. **Conditions Subsequent.** On or prior to October 9, 2009, the Administrative Agent shall have received fully executed copies of confirmatory amendments to, or amendments and restatements of, the Security Documents (including, without limitation, the Canadian Security Agreement and the U.S. Security Agreement) and the Guarantee Agreement, in form and substance reasonably satisfactory to the Administrative Agent and to the extent requested by the Administrative Agent.

10. **No Other Amendments or Waivers.** The consent and waivers granted herein are limited strictly to their terms, shall apply only to the specific transactions described herein, shall not extend to or affect the Borrower or any other Credit Party's other obligations contained in the Term Loan Agreement and the other Term Loan Documents and shall not impair any rights consequent thereon. The Agents and the Lenders shall not have any obligation to issue any further consents or waivers with respect to the subject matter of this Agreement or any other matter. Except as expressly set forth herein, nothing contained herein shall be deemed to be a waiver of, or shall in any way impair or prejudice, any rights of the Agents or the Lenders under the Term Loan Agreement or the other Term Loan Documents. All of the terms, conditions and provisions of the Term Loan Agreement and the other Term Loan Documents shall remain in full force and effect.

11. **Release.** Each Credit Party hereby absolutely, irrevocably and unconditionally releases and forever discharges the Agents and the Lenders, and any and all of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (each a "Released Party"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state, provincial or federal law or otherwise, which such Credit Party has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Agreement, whether such claims, demands and causes of action are matured or unmatured or known or unknown in connection with (a) advances or non-advances of credit to the Borrower, (b) the enforcement of the Lenders' rights and remedies against the property, assets and undertaking of the Borrower and the Guarantors or (c) otherwise arising out of or relating to the Term Loan Agreement, the Canadian Security Agreement, the U.S. Security Agreement, any of the other Term Loan Documents or any of the transactions contemplated by the Term Loan Documents. It is the intention of each Credit Party in providing this release that the same shall be effective as a bar to each and every claim, demand and cause of action specified, and in furtherance of this intention it irrevocably waives and relinquishes all rights and benefits under any applicable law which may provide that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor. Each Credit Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Credit Party

understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

12. Expenses. Pursuant to Section 12.05 of the Term Loan Agreement, all costs and expenses incurred or sustained by the Agents in connection with this Agreement, including the fees and disbursements of legal counsel for the Agents in producing, reproducing and negotiating this Agreement, will be for the account of the Credit Parties whether or not the transactions contemplated by this Agreement are consummated; provided, that the fees and disbursements of legal counsel for the Agents, solely with respect to producing, reproducing and negotiating this Agreement and the NPA Forbearance Agreement, shall not exceed U.S. \$85,000 or such greater amount as may be approved by the Credit Parties.

13. Amendments. This Agreement shall not be amended without the written consent of the Agents and the Lenders.

14. Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

a. submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the state of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable party at its respective address set forth on Schedules 12.02 or 1.01(a) to the Term Loan Agreement or at such other address of which the Agents shall have been notified pursuant thereto;

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

e. waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 14 any special, exemplary, punitive or consequential damages.

15. WAIVER OF JURY TRIAL. THE CREDIT PARTIES, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM RELATING THERETO.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. The delivery of an executed counterpart of this Agreement by facsimile or other means of electronic transmission shall be effective

delivery to the same extent as physical delivery of an original executed counterpart. This Agreement shall be governed by the laws of the State of New York without reference to choice of law principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

17. Reference and Effect on the Term Loan Documents.

a. On and after the Forbearance Effective Date each reference in the Term Loan Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Term Loan Agreement, and each reference in the other Term Loan Documents to the "Credit Agreement", shall mean and be a reference to the Term Loan Agreement, as amended or otherwise modified hereby.

b. On or after the execution of this Agreement, each reference in the U.S. Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the U.S. Security Agreement and each reference in the other Term Loan Documents to the "U.S. Security Pledge Agreement", shall mean and be a reference to the U.S. Security Agreement, as amended or otherwise modified hereby.

c. On or after the execution of this Agreement, each reference in the Canadian Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Canadian Security Agreement and each reference in the other Term Loan Documents to the "Canadian General Security Agreement", shall mean and be a reference to the Canadian Security Agreement, as amended or otherwise modified hereby.

d. The Term Loan Agreement, the U.S. Security Agreement, the Canadian Security Agreement and each of the other Term Loan Documents, as specifically amended or otherwise modified by this Agreement, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

e. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender under any of the Term Loan Documents, nor constitute a waiver of any provision of any of the Term Loan Documents. The Term Loan Agreement and the other Term Loan Documents are in full force and effect and are hereby in all respects ratified and confirmed.

f. Nothing contained in this Agreement and no action by, or inaction on the part of, any Lender shall, or shall be deemed to, directly or indirectly (i) constitute a consent to or waiver of any past, present or future violation of any provisions of the Term Loan Agreement, the U.S. Security Agreement, the Canadian Security Agreement or any other Term Loan Document, (ii) except as expressly set forth herein, amend, modify or operate as a waiver of any provision of the Term Loan Agreement, the U.S. Security Agreement, the Canadian Security Agreement or any other Term Loan Document or of any right, power, or remedy of any Lender thereunder or (iii) constitute a course of dealing or other basis for altering any obligations of the Credit Parties under the Term Loan Documents or any other contract or instrument.

g. This Agreement shall constitute a Term Loan Document under the Term Loan Agreement; the failure to comply with the covenants contained herein shall constitute an Event of Default under the Term Loan Agreement; and all obligations included in this Agreement (including, without limitation, all obligations for the payment of principal, interest, fees, and other amounts and expenses) shall constitute obligations under the Term Loan Agreement and secured by the collateral security for the Obligations.

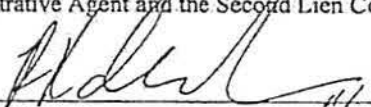
h. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or rendered invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

[Signature Pages Follow]

Please indicate your acceptance of and agreement with the terms and conditions set forth herein by signing in the space below.

Very truly yours,

ARES CAPITAL CORPORATION, as the
Administrative Agent and the Second Lien Collateral
Agent

By: 

Name:

Title: R. Kipp deVeer
Authorized Signatory

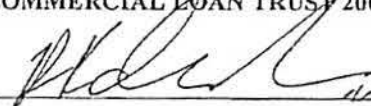
IYY HILL MIDDLE MARKET CREDIT FUND,
LTD., as a Lender

By: _____

Name:

Title:

ARES COMMERCIAL LOAN TRUST 2006, as a
Lender

By: 

Name:

Title:

R. Kipp deVeer
Authorized Signatory

Please indicate your acceptance of and agreement with the terms and conditions set forth herein by signing in the space below.

Very truly yours,

ARES CAPITAL CORPORATION, as the
Administrative Agent and the Second Lien Collateral
Agent

By: _____
Name:
Title:

IVY HILL MIDDLE MARKET CREDIT FUND,
LTD., as Lender

By: _____
Name: Ryan Cascade
Title: Duly Authorized Signatory


ARES COMMERCIAL LOAN TRUST 2006, as a
Lender

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

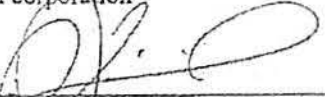
BORROWER:

PLANET ORGANIC HOLDING CORP.,
a New York corporation

By: 
Name: Darren Krissie
Title: EVF

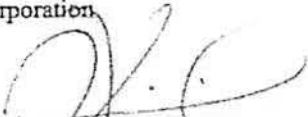
PARENT GUARANTOR:

PLANET ORGANIC HEALTH CORP.,
An Alberta corporation

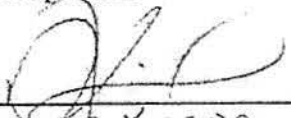
By: 
Name: Darren Krissie
Title: EVF

OTHER GUARANTORS:


616407 ALBERTA LTD.,
an Alberta corporation

By: 
Name: Darren Krissie
Title: EVF


S-5 HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: Darren Krissie
Title: EVF

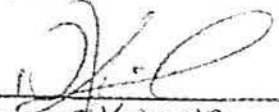
HEALTHY'S, THE ATHLETE'S EDGE INC.,
an Ontario corporation

By: 
Name: Darren Krissie
Title: EVF


DARWEN HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: Darren Krissie
Title: EVP

PLANET ORGANIC HOLDING CORP.,
a New York corporation

By: 
Name: Darren Krissie
Title: EVP


MAHOPAC ORGANIC INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MRS. GREEN'S NATURAL MARKET, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MRS. GREEN'S OF BRIARCLIFF, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MRS. GREEN'S OF EASTCHESTER, INC.,
a New York Corporation

By: [Signature]
Name: Darren Krissie
Title: EVP

MRS. GREEN'S OF FAIRFIELD, INC.,
a Connecticut Corporation

By: [Signature]
Name: Darren Krissie
Title: EVP

MRS. GREEN'S OF ROCKLAND, INC.,
a New York Corporation

By: [Signature]
Name: Darren Krissie
Title: EVP


MRS. GREENS MANAGEMENT CORP.,
a New York Corporation

By: [Signature]
Name: Darren Krissie
Title: EVP

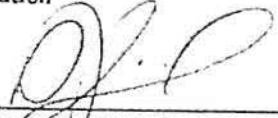
MRS. GREENS OF KATONAH, INC.,
a New York Corporation

By: [Signature]
Name: Darren Krissie
Title: EVP

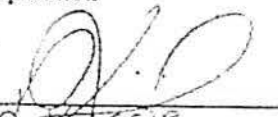
MRS. GREENS OF LARCHMONT, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

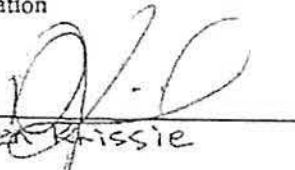
MRS. GREENS OF STAMFORD, INC.,
a Connecticut Corporation

By: 
Name: Darren Krissie
Title: EVP

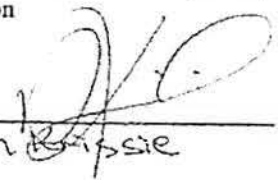
MRS. GREENS OF YORKTOWN HEIGHTS,
INC., a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MT. KISCO ORGANIC INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MRS. GREENS OF NEW MILFORD, INC., a
Connecticut Corporation

By: 
Name: Darren Krissie
Title: EVP

SCHEDULE A

1. The Credit Parties have failed to satisfy the covenants in Section 9.14(a) of the Term Loan Agreement for the Test Periods ended December 31, 2008 and March 31, 2009, which have resulted in Events of Default under Section 10.01(c) of the Term Loan Agreement.
2. The Credit Parties have failed to satisfy the covenants in Section 9.14(b) of the Term Loan Agreement for the Test Period ended March 31, 2009, which has resulted in an Event of Default under Section 10.01(c) of the Term Loan Agreement.
3. The Credit Parties expect that they will fail to satisfy the covenants in Sections 9.14(a) and (b) of the Term Loan Agreement for the Test Periods ending June 30, 2009 and September 30, 2009, each of which will result in an Event of Default under Section 10.01(c) of the Term Loan Agreement.

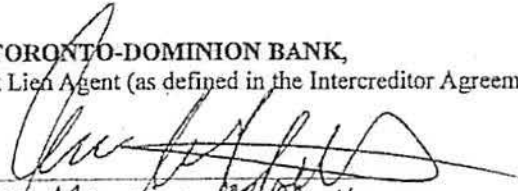
SCHEDULE B

As of September 25, 2009, the outstanding principal balance of the Term B Loan Facility is US \$16,690,433.97.

CONSENT TO AGREEMENT

The undersigned hereby consent to the amendments contained herein and waive any notice of same that may be required under or by virtue of the Intercreditor Agreement, dated as of July 3, 2007 (as amended, restated modified or otherwise supplemented from time to time, (the "Intercreditor Agreement") among the Borrower, The Toronto-Dominion Bank ("TD"), in its capacity as First Lien Agent, Ares Capital Corporation, A Maryland corporation ("ARCC"), in its capacity as Second Lien Agent and ARCC, in its capacity as Third Lien Agent, or the Credit Documents (as defined in the Intercreditor Agreement).

THE TORONTO-DOMINION BANK,
as First Lien Agent (as defined in the Intercreditor Agreement)

By: 
Name: MAURICE MAFFETT
Title: SR. MGR. COMM. CREDIT

ARES CAPITAL CORPORATION,
as Third Lien Agent (as defined in the Intercreditor Agreement)

By: _____
Name:
Title:


CONSENT TO AGREEMENT

The undersigned hereby consent to the amendments contained herein and waive any notice of same that may be required under or by virtue of the Intercreditor Agreement, dated as of July 3, 2007 (as amended, restated modified or otherwise supplemented from time to time, (the "Intercreditor Agreement") among the Borrower, The Toronto-Dominion Bank ("TD"), in its capacity as First Lien Agent, Ares Capital Corporation, A Maryland corporation ("ARCC"), in its capacity as Second Lien Agent and ARCC, in its capacity as Third Lien Agent, or the Credit Documents (as defined in the Intercreditor Agreement).

THE TORONTO-DOMINION BANK,
as First Lien Agent (as defined in the Intercreditor Agreement)

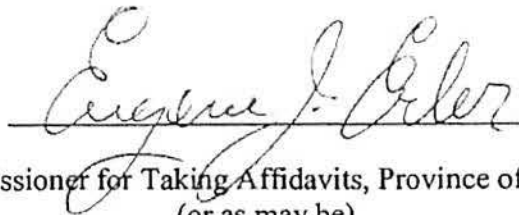
By: _____
Name:
Title:

ARES CAPITAL CORPORATION,
as Third Lien Agent (as defined in the Intercreditor Agreement)

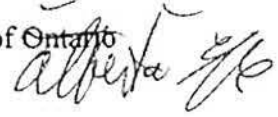
By: 
Name:
Title:

R. Kipp deVeer
Authorized Signatory

**This is Exhibit "N" referred to in
the Affidavit of Darren Krissie
sworn before me this 29th day of April, 2010**



Commissioner for Taking Affidavits, Province of Ontario
(or as may be)



EUGENE J. ERLEH
BARRISTER AND SOLICITOR
AND NOTARY PUBLIC

September 25, 2009

Planet Organic Health Corp.
and Planet Organic Holding Corp.
7915-104 St, Suite 230
Edmonton, Alberta T6E 4E1

Attn: Darren Krissie, Executive Vice President

Re: Forbearance Agreement and Second Amendment to Amended and Restated Credit Agreement (the "Agreement")

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement (as amended and in effect from time to time, the "*Credit Agreement*") dated as of November 30, 2007 by and among Planet Organic Health Corp. (the "*Canadian Borrower*" or the "*Parent Guarantor*"), Planet Organic Holding Corp. (as a Guarantor and as the "*U.S. Borrower*", and together with the Canadian Borrower, the "*Borrowers*"), certain Subsidiaries thereof, as Guarantors, the lending institutions from time to time party thereto (the "*Lenders*"), and The Toronto-Dominion Bank, as Lender, Administrative Agent and First Lien Collateral Agent, (together with its successors and assigns in such capacity, respectively, the "*Administrative Agent*" and the "*Collateral Agent*", and collectively, the "*Agents*" and each an "*Agent*"). Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Credit Parties, the Lenders, and the Agents have agreed to amend the Credit Agreement as set forth herein on the terms and conditions set forth herein;

WHEREAS, each Credit Party acknowledges and has advised the Agents and the Lenders that the Credit Parties have failed to comply (or, in the case of the Test Periods ending June 30, 2009 and September 30, 2009, expect to fail to comply) with certain provisions of the Credit Agreement as set forth on Schedule A hereto as of the time periods identified on said Schedule A and such failures to comply constitute Events of Default (the "*Forbearance Defaults*"); and

WHEREAS, at the request of the Borrower, the Agents and the Lenders have agreed to forbear from enforcing their rights and remedies with respect to the Forbearance Defaults until the Forbearance Termination Date (as defined below), all as specifically set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained in each of the Credit Agreement, herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Credit Agreement. Upon and subject to the occurrence of the Forbearance Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

- a. By inserting the following definitions in Section 1.01 of the Credit Agreement:

"*Forbearance Effective Date*" means August 1, 2009."

“*Interest Payment Date*” has the meaning specified in Section 2.08(d).”

b. By deleting the definition of “*Applicable Margin*” and substituting in lieu thereof the following:

“*Applicable Margin*” shall mean, (x) for all periods from the Closing Date through June 30, 2009, a percentage per annum equal,

(a) with respect to Revolving Credit Loans (i) that are BA Loans, a 2.00 percentage point Acceptance Fee, (ii) that are LIBOR Loans, 2.00 percentage points, (iii) that are ABR Loans, 1.00 percentage point, and (iv) that are Canadian Prime Loans, 1.00 percentage point;

(b) with respect to Term A Loans (i) that are BA Loans, a 2.00 percentage point Acceptance Fee, (ii) that are LIBOR Loans, 2.00 percentage points, (iii) that are ABR Loans, 1.00 percentage point, and (iv) that are Canadian Prime Loans, 1.00 percentage point;

and (y) for all periods from June 30, 2009 and thereafter, a percentage per annum equal,

(a) with respect to Revolving Credit Loans (i) that are BA Loans; a 6.00 percentage point Acceptance Fee, (ii) that are LIBOR Loans, 6.00 percentage points, (iii) that are ABR Loans, 4.50 percentage points, and (iv) that are Canadian Prime Loans, 4.50 percentage points;

(b) with respect to Term A Loans (i) that are BA Loans, a 6.00 percentage point Acceptance Fee, (ii) that are LIBOR Loans, 6.00 percentage points, (iii) that are ABR Loans, 4.50 percentage points, and (iv) that are Canadian Prime Loans, 4.50 percentage points.”

c. By deleting the definition of “*Change of Control*” and substituting in lieu thereof the following:

“*Change of Control*” shall mean an event or series of events by which: (a) any person or group of persons shall have acquired beneficial ownership, directly or indirectly, of thirty percent (30%) or more of the outstanding shares of Capital Stock of the Parent Guarantor; (b) during any period of twelve (12) consecutive calendar months after the Forbearance Effective Date, individuals who at the beginning of such period constituted the board of directors of Parent Guarantor (together with any new directors whose election by the board of directors of Parent Guarantor or whose nomination for election by the shareholders of Parent Guarantor was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved, but excluding any individual originally proposed for election in opposition to the board of directors of Parent Guarantor in office at the beginning of such period in an actual or threatened election contest relating to the election of the directors) cease for any reason other than death or disability to constitute a majority of the directors then in office; (c) Ron Francisco, his spouse, his lineal descendants, the estates of one or more of the foregoing individuals, or trusts established for the benefit of one or more of the foregoing individuals, (collectively, the “Francisco Parties”) shall at any time fail to have exclusive voting power with respect to 75% or more of the voting stock of the Parent Guarantor held by the Francisco Parties as of the Forbearance Effective Date (after adjusting for any stock splits, stock dividends or similar transactions); (d) the Parent Guarantor shall at any time fail to own directly, beneficially and of record, on a fully diluted basis, 100% or more of the outstanding Capital Stock of the U.S. Borrower, free and clear of all Liens other than Liens in favor of the Collateral Agent, the Second Lien Agent and the Third Lien Agent; or (e) other than as a result of a liquidation or

dissolution of a Subsidiary of any Credit Party or the merger of any Subsidiary into another Credit Party permitted under Section 9.03, any Credit Party shall at any time, directly or indirectly, own beneficially and of record, on a fully diluted basis, less than 100% of the Capital Stock (other than directors' qualifying shares) of any of their respective Subsidiaries, free and clear of all Liens other than Liens in favor of the Collateral Agent, the Second Lien Agent and the Third Lien Agent."

d. By deleting Section 4.02(a)(iii) of the Credit Agreement and substituting in lieu thereof the following:

"(iii) Concurrently with the receipt by any Credit Party or any of its Subsidiaries of any proceeds from any Disposition (other than one permitted under Section 9.04(c) or Section 9.04(f)) in excess of \$200,000 in any Test Period, the Borrowers shall prepay the Loans in an amount equal to one hundred percent (100%) of the Net Disposition Proceeds from such Disposition in excess of \$200,000 in any Test Period, to be applied as set forth in Section 4.02(a)(vii), unless the Required Lenders, in their sole discretion, agree otherwise. Any such agreement by the Required Lenders must be in writing and be provided prior to the Disposition, in order to be effective. Nothing in this Section 4.02(a)(iii) shall be construed to permit or waive any Default or Event of Default arising from any Disposition not permitted under the terms of this Agreement."

e. By inserting the following new Section 8.21 at the end of Article VIII of the Credit Agreement:

"SECTION 8.21. Monthly Lender Meetings. Beginning on the Forbearance Effective Date, each Credit Party will, and will cause each of its Subsidiaries to, upon the request by the Required Lenders, participate in a meeting of the Lenders, to be held via teleconference and in person within five (5) Business Days after the delivery of the financial information pursuant to Section 8.01(a), at a time selected by the Collateral Agent and reasonably acceptable to the Lenders and the Borrowers. The purpose of this meeting shall be to discuss the Credit Parties' financial performance and business integration efforts."

f. By deleting the ratio "1.10x" opposite the Test Periods ending June 30, 2009 and September 30, 2009 appearing in the table in Section 9.14(c) of the Credit Agreement, and substituting in lieu thereof the ratio "1.05x" opposite the Test Period ending June 30, 2009 and the ratio "1.00x" opposite the Test Period ending September 30, 2009.

g. By deleting the ratio "4.00x" opposite the Test Periods ending June 30, 2009 and September 30, 2009 appearing in the table in Section 9.14(e) of the Credit Agreement, and substituting in lieu thereof the ratio "3.00x" opposite the Test Period ending June 30, 2009 and the ratio "2.50x" opposite the Test Period ending September 30, 2009.

2. Forbearance.

a. Subject to all of the other terms and conditions set forth herein, and solely with respect to the Forbearance Defaults, the Agents and the Lenders agree to forbear from exercising their rights and remedies under the Credit Agreement and the other Credit Documents to collect the indebtedness of the Borrowers and the Guarantors to the Agents and the Lenders under the Credit Agreement and the other Credit Documents from the Forbearance Effective Date until that date (the "*Forbearance Termination Date*") which is the earliest to occur of (i) November 30, 2009, (ii) the failure after the date hereof of any of the Credit Parties to comply with any of the terms or undertakings of this Agreement or the determination that any of the representations and warranties of the Credit Parties contained in Section 3

herein was incorrect in any respect when made, (iii) the occurrence after the date hereof of any Default or Event of Default (other than the Forbearance Defaults), (iv) the occurrence of any further material adverse change (in the opinion of the Agents and the Lenders) to the business, assets, financial condition or prospects of any of the Credit Parties, (v) the occurrence of the Forbearance Termination Date under (and as defined in) the Term Loan Agreement or of the Forbearance Termination Date under (and as defined in) the Note Purchase Agreement, (vi) the date that any of the Credit Parties or any Affiliate thereof or any Person or entity claiming by or through any of the Credit Parties joins in, assists, cooperates or participates as an adverse party or adverse witness in any suit or other proceeding against the Agents, the Lenders or any of their respective Affiliates relating to the indebtedness referred to as the Obligations or any amounts owing hereunder in connection with or related to any of the transactions contemplated by the Credit Agreement, the other Credit Documents, this Agreement or any documents, agreements or instruments executed in connection with any of the foregoing, and (vii) any Credit Party fails to pay or cause to be paid, when due, all statutory claims or other claims which would have priority over the security provided pursuant to the Security Documents. Upon the Forbearance Termination Date, the agreements of the Agents and the Lenders to forbear from exercising their rights and remedies in respect of the Forbearance Defaults set forth herein shall automatically terminate, without the requirement of any notice to any Credit Party, and the Agents and the Lenders shall be free in their sole and absolute discretion to proceed to enforce any or all of their rights and remedies set forth in this Agreement, the Credit Agreement, the other Credit Documents and applicable law, including, without limitation, the right to demand the immediate repayment of the Loans and the right to immediate repayment of all other Obligations in full. The time period between the Forbearance Effective Date and the Forbearance Termination Date is referred to herein as the "*Forbearance Period*".

b. In furtherance of the foregoing and notwithstanding the occurrence of the Forbearance Effective Date, each of the Credit Parties agree that, subject to the agreement of the Agents and the Lenders to forbear from exercising certain of their rights and remedies as and to the extent expressly set forth in this Agreement, all rights and remedies of the Lenders under the Credit Documents or applicable law with respect to such Credit Party shall continue to be available to the Lenders from and after the Forbearance Effective Date.

c. It is understood and agreed that interest shall accrue and be payable on the outstanding Obligations under the Credit Agreement at the rate provided for in Section 2.08 of the Credit Agreement, as amended by this Agreement.

3. **Representations and Warranties.** Each Credit Party represents and warrants to the Agents and each Lender as follows:

a. **Representations and Warranties in the Credit Agreement.** Other than as expressly contemplated herein and as a result of the existence of the Forbearance Defaults, the representations and warranties of the Credit Parties contained in the Credit Agreement and the other Credit Documents were true and correct in all material respects as of the date when made and, after giving effect to this Agreement, continue to be true and correct in all material respects on the date hereof, except, in each case, to the extent of changes resulting from transactions or events contemplated by the Credit Agreement, and the other Credit Documents or to the extent that such representations and warranties relate expressly to an earlier date.

b. **Authority.** The execution and delivery by the Credit Parties of this Agreement and the performance by the Credit Parties of all of their agreements and obligations under the Credit Agreement, as amended hereby, and the other Credit Documents are within the corporate authority of the Credit Parties and have been duly authorized by all necessary corporate action on the part of the Credit Parties.

c. Enforceability. This Agreement, the Credit Agreement as amended hereby, and the other Credit Documents constitute the legal, valid and binding obligations of the Credit Parties enforceable against the Credit Parties in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of, creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

d. Indebtedness. That each Credit Party acknowledges and agrees that they are each liable to the Lenders under the Canadian Overdraft Facility, the Term A Loan Facility, the Canadian Revolving Credit Facility and the U.S. Revolving Credit Facility, which as at September 22, 2009, were the sums as particularized in Schedule B hereto, plus costs and interest, as may have been increased or reduced from time to time in the ordinary course of business.

e. Defences. That none of the Credit Parties has any defences, set-offs or counterclaims which would entitle them to dispute the Obligations as being fully due and payable in accordance with their terms and the Credit Documents as being fully enforceable without further notice.

f. No Defaults. Upon giving effect to this Agreement, no Default or Event of Default, other than the Forbearance Defaults, has occurred and is continuing, and, other than the Forbearance Defaults, no Default or Event of Default will exist after execution and delivery of this Agreement.

4. Ratification. Each of the Credit Parties agrees that the Obligations, as evidenced by or otherwise arising under the Credit Agreement and the other Credit Documents, except as otherwise expressly modified in this Agreement upon the terms set forth herein, are, by the Credit Parties' execution of this Agreement, ratified and confirmed in all respects. Except as expressly provided in this Agreement, all of the terms and conditions of the Credit Agreement and the other Credit Documents remain in full force and effect. Nothing contained in this Agreement shall (a) be construed to imply a willingness on the part of the Agents or the Lenders, under the Credit Agreement, or the First Lien Agent, the Second Lien Agent or the Third Lien Agent, under the Intercreditor Agreement, to grant any similar or other future amendment of any of the terms and conditions of the Credit Agreement, the Intercreditor Agreement or the other Credit Documents or (b) in any way prejudice, impair or affect any rights or remedies of the Agents, the Lenders, the First Lien Agent, the Second Lien Agent or the Third Lien Agent, under the Credit Agreement, the Intercreditor Agreement or the other Credit Documents. The terms and provisions of this Agreement are in no way intended and shall not be deemed or construed to constitute a novation of the Credit Agreement, the Intercreditor Agreement or the other Credit Documents.

5. Covenants. Each of the Credit Parties hereby covenant and agree with and for the benefit of the Agents and the Lenders, notwithstanding anything to the contrary contained in the Credit Agreement or any of the other Credit Documents, as follows:

a. Revolving Credit Commitments. Each Credit Party acknowledges and agrees that during the Forbearance Period, the (i) Total Canadian Revolving Credit Commitment shall be CND \$1,750,000 and (ii) Total U.S. Revolving Credit Commitment shall be U.S. \$2,312,397.

b. Compliance with Credit Documents. Each Credit Party will, and will cause each of its Subsidiaries to, comply and continue to comply with all of the terms, covenants and provisions contained in the Credit Documents to which each is a party and any other instruments evidencing or creating any of the Obligations, as such terms, covenants and provisions may be expressly modified in this Agreement.

c. Reporting.

i. Business Plan and Projection Model. On or prior to October 31, 2009, the Borrowers shall deliver to the Administrative Agent a five-year business plan and projection model of the Parent Guarantor and its Subsidiaries including, without limitation, a consolidated income statement, balance sheet and statement of cash flow, measured on (A) a monthly basis for the first year, (B) a quarterly basis for each of the second and third years and (C) an annual basis for each of the fourth and fifth years, all in reasonable detail and duly certified by an Authorized Officer of each of the Borrowers as having been prepared in good faith based on assumptions believed to be fair and reasonable in light of the conditions existing at the time of delivery of such forecast. The Borrowers will make reasonable changes to the form of forecast upon the request of the Administrative Agent or its advisors.

ii. Integration Report. On or prior to October 15, 2009, the Borrowers shall deliver to the Administrative Agent a report of the Credit Parties' business integration efforts, all in reasonable detail and duly certified by an Authorized Officer of each of the Borrowers.

iii. Draft Year End Financials. On or prior to September 30, 2009, the Borrowers shall deliver to the Administrative Agent drafts of the annual financial statements described in and complying with Section 8.01(c) of the Credit Agreement, for the fiscal year ending June 30, 2009, prepared (and in the form expected to be audited and certified) by the Parent Guarantor's auditor or another independent public accounting firm reasonably acceptable to the Collateral Agent.

d. Inspection Rights. Each Credit Party agrees that, at the Borrowers' sole cost and expense, the Administrative Agent or its designee may conduct examinations of any Credit Party's financial and operational affairs. Without limiting this Section 5(c), each Credit Party hereby agrees that any such examination may commence as of the date hereof, and that it shall cooperate in all respects, with any such examination.

e. Forbearance Fee. The Borrowers agree to pay CND \$26,948.44¹ as a forbearance fee (the "*Forbearance Fee*") payable contemporaneously with the effectiveness of this Agreement. The Forbearance Fee shall be fully earned by the Agents and Lenders upon the effectiveness of this Agreement. The Forbearance Fee shall constitute a part of the Obligations and shall be secured by the Collateral and guaranteed by the Guarantors.

f. Further Assurances. Each Credit Party will, and will cause its Subsidiaries to, at any time or from time to time, execute and deliver such further instruments, each in form and substance satisfactory to the Administrative Agent, and take such further action as the Administrative Agent may reasonably request, in each case further to effect the purposes of this Agreement, the Credit Documents and all documents, agreements and instruments executed in connection therewith.

6. Conditions to Effectiveness of Agreement. The Agents, the Lenders and the Credit Parties agree that the provisions of this Agreement shall be effective upon the satisfaction of each of the following conditions precedent, each in form and substance satisfactory to the Administrative Agent, on or prior to September 25, 2009:

¹ Note: The Forbearance Fee shall be 25 bps of (i) the authorized limit of the Revolving Credit Loans (without giving effect to the reduction herein provided during the Forbearance Period), being U.S. \$7,500,000, plus (ii) the outstanding balance of the Term A Loan Facility as at the Forbearance Effective Date, being CND \$2,566,875.00.

a. The Administrative Agent shall have received a fully executed copy of this Agreement, together with the consent of the Second Lien Agent and the Third Lien Agent in the form attached hereto.

b. The Administrative Agent shall have received a fully executed copy of a forbearance agreement under the Term Loan Agreement, in form and substance satisfactory to the Administrative Agent.

c. The Administrative Agent shall have received a fully executed copy of a forbearance agreement under the Note Purchase Agreement, in form and substance satisfactory to the Administrative Agent.

d. The Administrative Agent shall have received payment for all fees, including but not limited to the Forbearance Fee, and expenses including, without limitation, fees and expenses incurred by their counsel and their financial advisors and other consultants (if any), for which invoices or reasonable estimates therefor have been provided to the Credit Parties.

e. The Administrative Agent shall have received a certificate executed by Authorized Officers of the Credit Parties certifying that (i) the representations and warranties of each of the Credit Parties in the Credit Agreement and the other Credit Documents are true and correct as of the Forbearance Effective Date and of the date of this Agreement, except as provided herein with respect to the occurrence of the Forbearance Defaults, and to the extent that any of such representations and warranties relate by their terms to a prior date they shall be true and correct as of such prior date, and (ii) there shall have occurred no Default or Event of Default other than the Forbearance Defaults.

7. **No Other Amendments or Waivers.** The consent and waivers granted herein are limited strictly to their terms, shall apply only to the specific transactions described herein, shall not extend to or affect the Borrowers or any other Credit Party's other obligations contained in the Credit Agreement and the other Credit Documents and shall not impair any rights consequent thereon. The Agents and the Lenders shall not have any obligation to issue any further consents or waivers with respect to the subject matter of this Agreement or any other matter. Except as expressly set forth herein, nothing contained herein shall be deemed to be a waiver of, or shall in any way impair or prejudice, any rights of the Agents or the Lenders under the Credit Agreement or the other Credit Documents. All of the terms, conditions and provisions of the Credit Agreement and the other Credit Documents shall remain in full force and effect.

8. **Release.** Each Credit Party hereby absolutely, irrevocably, and unconditionally releases and forever discharges the Agents and the Lenders, and any and all of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (each a "**Released Party**"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state, provincial or federal law or otherwise, which such Credit Party has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Agreement, whether such claims, demands and causes of action are matured or unmatured or known or unknown and whether in connection with (a) advances or non-advances of credit to any Borrower, (b) the enforcement of the Lenders' rights and remedies against the property, assets and undertaking of the Borrowers and the Guarantors, or (c) otherwise arising out of or relating to the Credit Agreement, any of the other Credit Documents or any of the transactions contemplated by the Credit Documents. It is the intention of each Credit Party in providing this release that the same shall be effective as a bar to each and every claim, demand and cause of action specified, and in furtherance of this intention it irrevocably waives and relinquishes all rights and benefits under any applicable law which may provide that a general release does not extend to claims

which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor. Each Credit Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Credit Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

9. **Expenses.** Pursuant to Section 12.05 of the Credit Agreement, all costs and expenses incurred or sustained by the Agents in connection with this Agreement, including the fees and disbursements of legal counsel for the Agents in producing, reproducing and negotiating this Agreement will be for the account of the Credit Parties whether or not the transactions contemplated by this Agreement are consummated, provided that the fees and disbursements of legal counsel for the Agents solely with respect to producing, reproducing and negotiating this Agreement shall not exceed CND\$20,000 or such greater amount as may be approved by the Credit Parties.

10. **Amendments.** This Agreement shall not be amended without the written consent of the Agents and the Lenders.

11. **Submission to Jurisdiction; Waivers.** Each party hereto hereby irrevocably and unconditionally:

a. submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the state of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable party at its respective address set forth on Schedules 12.02 to the Credit Agreement or at such other address of which the Agents shall have been notified pursuant thereto;

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

e. waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 11 any special, exemplary, punitive or consequential damages.

12. **WAIVER OF JURY TRIAL.** THE CREDIT PARTIES, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM RELATING THERETO.

13. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. The delivery of an executed counterpart of this Agreement by facsimile or other means of electronic transmission shall be effective delivery to the same extent as physical delivery of an original executed counterpart. This Agreement shall be governed by the laws of the State of New York without reference to choice of law principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

14. **Reference and Effect on the Credit Documents.**

a. On and after the Forbearance Effective Date each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Credit Documents to the "Credit Agreement", shall mean and be a reference to the Credit Agreement, as amended or otherwise modified hereby.

b. The Credit Agreement and each of the other Credit Documents, as specifically amended or otherwise modified by this Agreement, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

c. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender under any of the Credit Documents, nor constitute a waiver of any provision of any of the Credit Documents. The Credit Agreement and the other Credit Documents are in full force and effect and are hereby in all respects ratified and confirmed.

d. Nothing contained in this Agreement and no action by, or inaction on the part of, any Lender shall, or shall be deemed to, directly or indirectly (i) constitute a consent to or waiver of any past, present or future violation of any provisions of the Credit Agreement or any other Credit Document, (ii) except as expressly set forth herein, amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or of any right, power, or remedy of any Lender thereunder or (iii) constitute a course of dealing or other basis for altering any obligations of the Credit Parties under the Credit Documents or any other contract or instrument.

e. This Agreement shall constitute a Credit Document under the Credit Agreement; the failure to comply with the covenants contained herein shall constitute an Event of Default under the Credit Agreement; and all obligations included in this Agreement (including, without limitation, all obligations for the payment of principal, interest, fees, and other amounts and expenses) shall constitute Obligations under the Credit Agreement and secured by the collateral security for the Obligations.

f. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or rendered invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

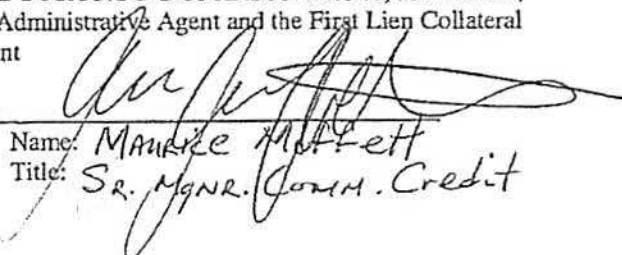
[Signature Pages Follow]

Please indicate your acceptance of and agreement with the terms and conditions set forth herein by signing in the space below.

Very truly yours,

THE TORONTO-DOMINION BANK, as a Lender,
the Administrative Agent and the First Lien Collateral
Agent

By: _____


Name: MAURICE MOTTETT
Title: Sr. Mgr. Comm. Credit

THE TORONTO-DOMINION BANK, New York
Branch, as Lender

By: _____

Name:
Title:

Please indicate your acceptance of and agreement with the terms and conditions set forth herein by signing in the space below.

Very truly yours,

THE TORONTO-DOMINION BANK, as a Lender,
the Administrative Agent and the First Lien Collateral Agent

By: _____

Name:

Title:

THE TORONTO-DOMINION BANK, New York Branch, as Lender

By: Robyn Zeller

Name:

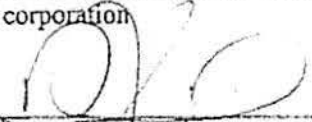
Title:

Robyn Zeller
Vice President

ACKNOWLEDGED AND AGREED:

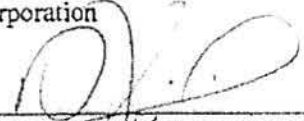
U.S. BORROWER:

PLANET ORGANIC HOLDING CORP.,
a New York corporation

By: 
Name: Darren Krissie
Title: EVP


CANADIAN BORROWER and PARENT GUARANTOR:

PLANET ORGANIC HEALTH CORP.,
An Alberta corporation

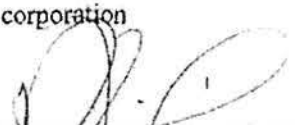
By: 
Name: Darren Krissie
Title: EVP

OTHER GUARANTORS:


616407 ALBERTA LTD.,
an Alberta corporation

By: 
Name: Darren Krissie
Title: EVP


S-5 HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: Darren Krissie
Title: EVP


HEALTHY'S, THE ATHLETE'S EDGE INC.,
an Ontario corporation

By: 
Name: Darren Krissie
Title: EVP


DARWEN HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: Darren Krissie
Title: EVP

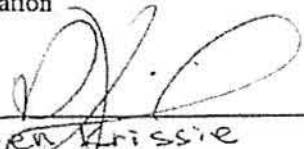
PLANET ORGANIC HOLDING CORP.,
a New York corporation

By: 
Name: Darren Krissie
Title: EVP


MAHOPAC ORGANIC INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREEN'S NATURAL MARKET, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREEN'S OF BRIARCLIFF, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREEN'S OF EASTCHESTER, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREEN'S OF FAIRFIELD, INC.,
a Connecticut Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREEN'S OF ROCKLAND, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP


MRS. GREENS MANAGEMENT CORP.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

MRS. GREENS OF KATONAH, INC.,
a New York Corporation

By: 
Name: Darren Krissie
Title: EVP

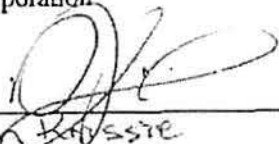
MRS. GREENS OF LARCHMONT, INC.,
a New York Corporation

By: 
Name: Darren Kressie
Title: EVP


MRS. GREENS OF STAMFORD, INC.,
a Connecticut Corporation

By: 
Name: Darren Kressie
Title: EVP

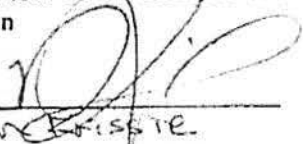
MRS. GREENS OF YORKTOWN HEIGHTS,
INC., a New York Corporation

By: 
Name: Darren Kressie
Title: EVP

MT. KISCO ORGANIC INC.,
a New York Corporation

By: 
Name: Darren Kressie
Title: EVP

MRS. GREEN'S OF NEW MILFORD, INC. a
Connecticut Corporation

By: 
Name: Darren Kressie
Title: EVP

SCHEDULE A

1. The Credit Parties have failed to satisfy the covenants in Section 9.14(a) of the Credit Agreement for the Test Periods ended December 31, 2008 and March 31, 2009, which have resulted in Events of Default under Section 10.01(c) of the Credit Agreement.
2. The Credit Parties have failed to satisfy the covenants in Section 9.14(b) of the Credit Agreement for the Test Period ended March 31, 2009, which has resulted in an Event of Default under Section 10.01(c) of the Credit Agreement.
3. The Credit Parties expect that they will fail to satisfy the covenants in Sections 9.14(a) and (b) of the Credit Agreement for the Test Periods ending June 30, 2009 and September 30, 2009, each of which will result in an Event of Default under Section 10.1(c) of the Credit Agreement.

SCHEDULE B

As at September 22, 2009, the outstanding principal balance of each of the Credit Facilities was as follows:

Credit Facility	Principal Amount Owing
Term A Loan Facility	CND \$2,566,875.00
Canadian Revolving Credit Facility (including the balance outstanding under the Canadian Overdraft Facility)	CND \$936,798.76, plus US \$800,000.00
U.S. Revolving Credit Facility	US \$1,550,000.00
VISA balances	

CONSENT TO AGREEMENT

The undersigned hereby consent to the amendments contained herein and waive any notice of same that may be required under or by virtue of the Intercreditor Agreement, dated as of July 3, 2007 (as amended, restated modified or otherwise supplemented from time to time, (the "Intercreditor Agreement") among the Borrower, The Toronto-Dominion Bank ("TD"), in its capacity as First Lien Agent, Ares Capital Corporation, A Maryland corporation ("ARCC"), in its capacity as Second Lien Agent and ARCC, in its capacity as Third Lien Agent, or the Credit Documents (as defined in the Intercreditor Agreement).

ARES CAPITAL CORPORATION,
as Second Lien Agent (as defined in the Intercreditor Agreement)

By: 
Name: R. Kipp deVeer
Title: Authorized Signatory

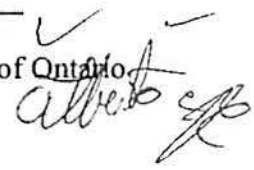
ARES CAPITAL CORPORATION,
as Third Lien Agent (as defined in the Intercreditor Agreement)

By: 
Name: R. Kipp deVeer
Title: Authorized Signatory

**This is Exhibit "O" referred to in
the Affidavit of Darren Krissie
sworn before me this 29th day of April, 2010**

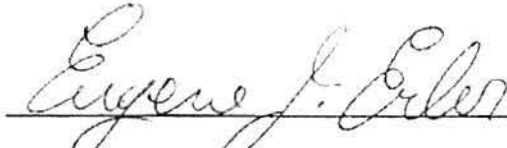


Commissioner for Taking Affidavits, Province of Ontario
(or as may be)



EUGENE J. ERLER
BARRISTER AND SOLICITOR
AND NOTARY PUBLIC

**This is Exhibit "P" referred to in
the Affidavit of Darren Krissie
sworn before me this 29th day of April, 2010**



Commissioner for Taking Affidavits, Province of Ontario
(or as may be)



**EUGENE J. ERLEH
BARRISTER AND SOLICITOR
AND NOTARY PUBLIC**

Planet Organic Health Corp.
13-Week Operating Cash Flow Forecast

Week #	1	2	3	4	5	6	7	8	9	10	11	12	13
Week ending	1-May-10	8-May-10	15-May-10	22-May-10	29-May-10	5-Jun-10	12-Jun-10	19-Jun-10	26-Jun-10	3-Jul-10	10-Jul-10	17-Jul-10	24-Jul-10
Forecast Opening Cash Balance	\$3,119,359	\$3,291,292	\$3,168,428	\$2,858,276	\$2,988,629	\$2,648,585	\$2,631,043	\$2,426,895	\$2,727,237	\$2,415,545	\$2,655,860	\$2,328,729	\$2,527,789
CASH INFLOWS													
Trade Payables	\$347,651	\$792,624	\$776,954	\$813,420	\$833,609	\$825,322	\$799,073	\$770,231	\$796,380	\$811,926	\$805,583	\$792,322	\$748,409
Operating Expenses	42,281	157,276	89,276	82,276	82,276	82,276	82,276	82,276	82,276	82,276	82,276	82,276	82,277
Payroll Expense	-	-	515,832	-	515,832	-	515,832	-	515,832	-	515,832	-	515,832
Rent Expense	-	298,875	-	-	298,875	-	-	-	-	298,875	-	-	-
Maintenance Capex	-	5,000	5,000	5,000	5,000	20,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Total Cash Outflows	\$389,912	\$1,253,775	\$1,367,062	\$900,697	\$1,436,717	\$1,226,473	\$1,402,181	\$857,507	\$1,401,488	\$1,198,078	\$1,408,691	\$879,599	\$1,351,519
CASH INFLOWS													
Sales Forecast	\$561,846	\$1,298,911	\$1,256,910	\$1,211,050	\$1,256,673	\$1,277,932	\$1,267,032	\$1,246,850	\$1,178,795	\$1,177,393	\$1,170,560	\$1,167,659	\$1,149,385
Other Receipts	-	-	-	-	-	-	-	-	-	350,000	-	-	-
Total Cash Inflows	\$561,846	\$1,298,911	\$1,256,910	\$1,211,050	\$1,256,673	\$1,277,932	\$1,267,032	\$1,246,850	\$1,178,795	\$1,527,393	\$1,170,560	\$1,167,659	\$1,149,385
Net Weekly Cash Position	\$171,934	\$45,136	(\$130,152)	\$310,353	(\$180,044)	\$51,459	(\$135,149)	\$389,342	(\$222,693)	\$329,315	(\$238,131)	\$288,060	(\$202,134)
Restructuring Costs	-	(168,000)	(160,000)	(160,000)	(160,000)	(69,000)	(69,000)	(89,000)	(89,000)	(89,000)	(89,000)	(89,000)	(47,000)
Forecast Bank Balance	(d) \$3,291,292	\$3,168,428	\$2,858,276	\$2,988,629	\$2,648,585	\$2,631,043	\$2,426,895	\$2,727,237	\$2,415,545	\$2,655,860	\$2,328,729	\$2,527,789	\$2,278,655
ASSUMPTIONS													
General	<ul style="list-style-type: none"> This cash flow assumes only CCAA filing for Planet Organic Health Corp. and Darwen Holdings Ltd. and no formal US insolvency proceeding. Opening cash assumes no clearing of outstanding cheques (ie. stay of payables at time of filing). Week one includes three days Apr 29 to May 1 inclusive. 												
Trade Payables / Inventory	<ul style="list-style-type: none"> Cost of sales are forecasted based on trailing 8-month average margins. Unsecured creditors will be stayed on filing. 												
Operating / Payroll / Rent Expenses	<ul style="list-style-type: none"> Store level operating expenses are based on historical averages. Lease payments are based on current lease payment schedules and are assumed to be paid in the first week of each month. 												
Maintenance Capex	<ul style="list-style-type: none"> Estimated capitalized expenses limited to address key operational or safety items. 												
Sales Forecast	<ul style="list-style-type: none"> Weekly sales are forecasted based on trending average unit volumes (AUVs) at each store. Weekly sales are forecasted based on comparable year-over-year sales growth to the corresponding week of the prior year. AUVs compare year-to-date trends as well as 6-week trailing results in determining forecast. 												
Other Receipts	<ul style="list-style-type: none"> Transfer of funds as partial settlement of intercompany receivable due from US Holdco. 												

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PLANET ORGANIC HEALTH CORP. AND DARWEN HOLDING LTD.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

AFFIDAVIT OF DARREN KRISSIE
(sworn on April 29, 2010)

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
PLANET ORGANIC HEALTH CORP. AND DARWEN HOLDINGS LTD.

Court File No: 10-8699-00CL

APPLICANTS

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Proceeding commenced at Toronto

APPLICATION RECORD

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