

any respect when made or deemed to have been made or any other representation or warranty of any Credit Party made or deemed to be made in any Transaction Document (including any certificates delivered pursuant to Article V) is or shall be incorrect in any material respect when made or deemed to have been made.

(c) Non-Performance of Certain Covenants and Obligations. Any Credit Party shall default in the due performance or observance of any of its obligations under Sections 8.01, Section 8.02 (other than to the limited extent such Section requires books and records to be kept in accordance with GAAP which shall instead be subject to Section 10.01(d)), Section 8.03, Section 8.05 (a), Section 8.05(b) (solely with respect to such Credit Party's maintenance of good standing in its jurisdiction of organization), Section 8.10, Section 8.11, Section 8.12, Section 8.14, Section 8.19, Section 8.20, Section 8.21 or Article IX, or any Credit Party shall default in the due performance or observance of its obligations under any covenant applicable to it under the Security Documents.

(d) Non-Performance of Other Covenants and Obligations. Any Credit Party shall default in the due performance and observance of any obligation contained in any Transaction Document executed by it (other than as specified in Sections 10.01(a), 10.01(b) or 10.01(c)), and such default shall continue unremedied for a period of fifteen (15) days after any Credit Party shall first have knowledge thereof.

(e) Default on Other Indebtedness. (i) an Event of Default (under and as defined in the Credit Agreement) shall occur and be continuing; (ii) a default shall occur in the payment of any amount when due (subject to any applicable grace period), whether by acceleration or otherwise, of any principal or stated amount of, or interest or fees on, any Indebtedness (other than the Obligations) of any Credit Party or Subsidiary of any Credit Party having a principal or stated amount, individually or in the aggregate, in excess of U.S.\$100,000, or a default shall occur in the performance or observance of any obligation or condition with respect to any such Indebtedness if the effect of such default is to accelerate the maturity of such Indebtedness or to permit the holder or holders of such Indebtedness, or any trustee or agent for such holders, to cause or declare such Indebtedness to become immediately due and payable, (iii) a default shall occur (after expiration of any available grace or cure periods) in the performance or observance of any obligation or condition with respect to any Indebtedness which has been subordinated (whether as to payment or Lien priority) to the Obligations or Agent's Liens or any such Indebtedness shall be required to be or prepaid, redeemed, purchased or defeased, or require an offer to purchase or defease such Indebtedness to be made, prior to its expressed maturity or (iv) any Indebtedness of any Credit Party or Subsidiary of any Credit Party having a principal or stated amount, individually or in the aggregate, in excess of U.S.\$100,000 shall otherwise be required to be prepaid, redeemed, purchased or defeased, or require an offer to purchase or defease such Indebtedness to be made, prior to its expressed maturity.

(f) Judgments. Any judgment or order for the payment of money individually or in the aggregate in excess of U.S.\$100,000 (exclusive of any amounts fully covered by insurance (less any applicable deductible) and as to which the insurer has acknowledged its responsibility to cover such judgment or order) shall be rendered against any Credit Party or any of its Subsidiaries and such judgment shall not have been vacated or discharged or stayed or bonded

pending appeal within thirty (30) days after the entry thereof or enforcement proceedings shall have been commenced by any creditor upon such judgment or order.

(g) Plans. Any of the following events shall occur with respect to any Plan:

(i) the institution of any steps by any Credit Party, any member of its Controlled Group or any other Person to terminate a Plan if, as a result of such termination, any Credit Party or Subsidiary of any Credit Party could be required to make a contribution to such Plan, or could reasonably expect to incur a liability or obligation to such Plan, in excess of U.S.\$100,000;

(ii) a contribution failure occurs with respect to any Plan sufficient to give rise to a Lien under section 302(f) of ERISA;

(iii) with respect to each Canadian Pension Plan a failure to pay any contribution, premiums or payments when due in accordance with its terms and all Applicable Law; or

(iv) - the occurrence of any Pension Plan Termination Event which would result in any Credit Party owing an amount to any Person in excess of U.S.\$100,000.

(h) Bankruptcy, Insolvency, etc. Any Credit Party or any of its Subsidiaries shall:

(i) become insolvent or generally fail to pay, or admit in writing its inability or unwillingness generally to pay, its debts as they become due;

(ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for any substantial part of the assets or other property of any such Person, or make a general assignment for the benefit of creditors;

(iii) in the absence of such application, consent or acquiescence to or permit or suffer to exist, the appointment of a trustee, receiver, sequestrator or other custodian for a substantial part of the property of any thereof, and such trustee, receiver, sequestrator or other custodian shall not be discharged within thirty (30) days; provided, that each Credit Party hereby expressly authorizes each Secured Party to appear in any court conducting any relevant proceeding during such 30-day period to preserve, protect and defend their rights under the Term Loan Documents;

(iv) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution, winding up or liquidation proceeding, in respect thereof, and, if any such case or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person, or shall result in the entry of an order for relief or shall remain for forty-five (45) days undismissed; provided, that each Credit Party hereby expressly authorizes each Secured Party to appear in any court conducting any such case or proceeding during such 45-day period to preserve, protect and defend their rights under the Term Loan Documents; or

(v) take any action authorizing, or in furtherance of, any of the foregoing.

(i) Impairment of Security, etc. Any Term Loan Document or any Lien granted thereunder shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of any Credit Party which is a party thereto, or any Credit Party or any other Person shall, directly or indirectly, contest or limit in any manner such effectiveness, validity, binding nature or enforceability; or, except as permitted under any Term Loan Document, any Lien securing any Obligation shall, in whole or in part, cease to be a perfected Lien.

(j) PACA Claims. Any PACA Claim or PACA Claims in excess of \$100,000, individually or in the aggregate, shall be asserted against the Borrower or any Credit Party or any of their Subsidiaries.

(k) Change of Control. Any Change of Control shall occur.

(l) Hedging Agreements. Any Credit Party or any of its Subsidiaries shall (i) default in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment due on early termination of, any Hedging Agreement, in each case beyond the period of grace, if any, provided in such Hedging Agreement, or (ii) defaults in the observance or performance of any other agreement or condition relating to any such Hedging Agreement, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, after the giving of notice if required or the elapse of any grace period, a liquidation, acceleration or early termination of such Hedging Agreement.

(m) Restraint of Operations: Loss of Assets. If any Credit Party or any Subsidiary of a Credit Party is enjoined, restrained, or in any way prevented by court order or other Governmental Authority from continuing to conduct all or any material part of its business affairs or if any material portion of any Credit Party's or any of its Subsidiaries' assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any third Person and the same is not discharged before the earlier of 30 days after the date it first arises or 5 days prior to the date on which such property or asset is subject to forfeiture by such Credit Party or the applicable Subsidiary.

SECTION 10.02. Remedies Upon Event of Default. If any Event of Default shall occur for any reason, whether voluntary or involuntary, and be continuing (other than any Event of Default set forth in Section 10.01(h)), the Administrative Agent may, and upon the direction of the Required Second Lien Lenders, shall, by notice to the Borrower declare all or any portion of the outstanding principal amount of the applicable Loans and other Obligations owing to such Lenders to be due and payable and the Term B Loan Commitments thereunder (if not theretofore terminated) to be terminated, whereupon the full unpaid amount of such Loans and other Obligations which shall be so declared due and payable shall be and become immediately due and payable, without further notice, demand or presentment, and the Term B Loan Commitments shall terminate. If any Event of Default set forth in Section 10.01(h) shall occur and be continuing, the outstanding principal amount of all Loans and other Obligations shall

automatically become due and payable and such Term B Loan Commitments shall automatically terminate. The Lenders and the Collateral Agent shall have all other rights and remedies available at law or in equity or pursuant to any Term Loan Documents.

ARTICLE XI

The Agents

SECTION 11.01. Appointment. (a) Each Term B Lender (and, if applicable, each other Second Lien Secured Party) hereby appoints Ares Capital Corporation as its Second Lien Collateral Agent under and for purposes of each Term Loan Document, and hereby authorizes the Second Lien Collateral Agent to act on behalf of such Term B Lenders (or if applicable, each other Second Lien Secured Party) under each Term Loan Document and, in the absence of other written instructions from the Term B Lenders pursuant to the terms of the Term Loan Documents received from time to time by the Second Lien Collateral Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Second Lien Collateral Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. (b) Each Term B Lender (and, if applicable, each other Second Lien Secured Party) hereby appoints Ares Capital Corporation as its Administrative Agent under and for purposes of each Term Loan Document and hereby authorizes the Administrative Agent to act on behalf of such Term B Lenders (or, if applicable, each other Second Lien Secured Party) under each Term Loan Document and, in the absence of other written instructions from the Term B Lenders pursuant to the terms of the Term Loan Documents received from time to time by the Administrative Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Term Loan Document or otherwise exist against any Agent.

SECTION 11.02. Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Term Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 11.03. Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Term Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders or any other Secured Party for any recitals, statements, representations or warranties made by any Credit Party or any officer thereof contained in this Agreement or any other Term Loan Document or any Specified Hedging Agreement or in any

certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Term Loan Document or any Specified Hedging Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Term Loan Document or any Specified Hedging Agreement or for any failure of any Credit Party or other Person to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Term Loan Document or any Specified Hedging Agreement, or to inspect the properties, books or records of any Credit Party.

SECTION 11.04. Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Credit Parties), independent accountants and other experts selected by such Agent. The Agents may deem and treat the payee of any note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agents. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Term Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other requisite Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Term Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans and all other Secured Parties.

SECTION 11.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder, except with respect to any Default or Event of Default in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Collateral Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that an Agent receives such a notice, such Agent shall give notice thereof to the other Agent and the Lenders. Each Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided, that unless and until each Agent shall have received such directions, the Agents may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as such Agent shall deem advisable in the best interests of the Secured Parties.

SECTION 11.06. Non-Reliance on Agents and Other Lenders. Each Lender (and, if applicable, each other Secured Party) expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Credit Party or any Affiliate of a Credit Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender or any other Secured Party. Each Lender (and, if applicable, each other Secured Party) represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement or any Specified Hedging Agreement. Each Lender (and, if applicable, each other Secured Party) also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Term Loan Documents or any Specified Hedging Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent hereunder, the Agents shall not have any duty or responsibility to provide any Lender or any other Secured Party with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Credit Party or any Affiliate of a Credit Party that may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 11.07. Indemnification. The Lenders agree to indemnify the Administrative Agent in its capacity as such; and the Second Lien Lenders agree to indemnify the Second Lien Collateral Agent in its capacity as such (in each case, to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Total Credit Exposure in effect on the date on which indemnification is sought under this Section 11.07 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Total Credit Exposure immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Term Loan Documents, any Specified Hedging Agreement or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section 11.07 shall survive the payment of the Loans and all other amounts payable hereunder.

SECTION 11.08. Agent in Its Individual Capacity. Each Agent and its Affiliates may make, subject to the provisions of this Agreement, loans to, accept deposits from, and generally engage in any kind of business with any Credit Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Term Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender", "Lenders", "Secured Party" and "Secured Parties" shall include each Agent in its individual capacity.

SECTION 11.09. Successor Agents. Either Agent may resign as Agent upon twenty (20) days' notice to the Lenders, such other Agent and the Borrower. If either Agent shall resign as such Agent in its applicable capacity under this Agreement and the other Term Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent, which successor agent shall (unless an Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such Agent in its applicable capacity, and the term "Administrative Agent" or "Collateral Agent", as the case may be, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent in its applicable capacity shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no applicable successor agent has accepted appointment as such Agent in its applicable capacity by the date that is twenty (20) days following such retiring Agent's notice of resignation, such retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Agent's resignation as the Administrative Agent or the Collateral Agent, as applicable, the provisions of this Article XI shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement and the other Term Loan Documents.

SECTION 11.10. Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such. For the avoidance of doubt, neither the Documentation Agent nor the Lead Arranger shall have any duties or responsibilities hereunder in their respective capacities.

SECTION 11.11. Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express written consent of the Collateral Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Collateral Agent, set off against the Obligations, any amounts owing by such Lender to any Credit Party or any of their respective Subsidiaries or any deposit accounts of any Credit Party or any of their respective Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Collateral Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Term Loan Document against any Credit Party or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) Subject to Section 12.09(b), if, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from the Agents pursuant to the terms of this Agreement, or (ii) payments from the Agents in excess of such Lender's pro rata share of all such distributions by Agents, such Lender promptly shall (A) turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their pro rata shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

SECTION 11.12. Agency for Perfection. The Second Lien Collateral Agent hereby appoints each other Second Lien Secured Party as its agent (and each Second Lien Secured Party hereby accepts such appointment) for the purpose of perfecting the Second Lien Collateral Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Uniform Commercial Code of any applicable state can be perfected only by possession or control. Should any Second Lien Secured Party obtain possession or control of any such Collateral, such Second Lien Secured Party shall notify the Second Lien Collateral Agent thereof, and, promptly upon the Second Lien Collateral Agent's request therefor shall deliver possession or control of such Collateral to the Second Lien Collateral Agent or in accordance with the Second Lien Collateral Agent's instructions.

ARTICLE XII

Miscellaneous

SECTION 12.01. Amendments and Waivers. Neither this Agreement nor any other Term Loan Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 12.01. The Required Lenders may, or, with the consent of the Required Lenders, the Collateral Agent may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Term Loan Documents for the purpose of adding any provisions to this Agreement or the other Term Loan Documents or changing in any manner the rights of the Lenders or the Credit Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Term Loan Documents or any Default or Event of Default and its consequences; provided, that no such waiver, amendment, supplement or modification shall directly:

(i) (A) reduce or forgive any portion of any Loan or extend the final expiration date of any Lender's Commitment or extend the final scheduled maturity date of any Loan or reduce the stated interest rate (it being understood that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the "default rate" or amend Section 2.08(c)), or (B) reduce or forgive any portion or extend the date for the payment, of any interest or fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates and other than as a result of a waiver or amendment of any mandatory prepayment of Term B Loans (which shall not constitute an extension, forgiveness or postponement of any date for payment of principal, interest or fees)), or (C) increase the aggregate amount of any Commitment of any Lender, or (D) decrease or forgive the Term B Loan Repayment Amount, or (E) extend any scheduled Term B Loan Repayment Date, or (F) amend or modify any provisions of Section 12.09(a) or any other provision that provides for the *pro rata* nature of disbursements by or payments to Lenders, in each case without the written consent of each Lender directly and adversely affected thereby;

(ii) amend, modify or waive any provision of this Section 12.01 or reduce the percentages specified in the definitions of the term "Required Lenders" or consent to the assignment or transfer by any Credit Party of its rights and obligations under any Term Loan Document to which it is a party (except as permitted pursuant to Section 9.03), in each case without the written consent of each Lender directly and adversely affected thereby;

(iii) amend, modify or waive any provision of Article XI without the written consent of the then-current Collateral Agent and Administrative Agent;

(iv) change any Commitment without the prior written consent of each Lender directly and adversely affected thereby;

(v) release all or substantially all of the Guarantors under the Guarantee Agreement (except as expressly permitted by the Guarantee Agreement), or release all or substantially all of the Collateral under any Security Document (except as expressly permitted thereby and in Section 12.19), in each case without the prior written consent of each Lender;

(vi) amend Section 2.09 so as to permit Interest Period intervals greater than six months if not agreed to by all applicable Lenders;

(vii) amend, modify or waive any provision of any Term Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding, or Collateral securing, Loans or other Obligations without the written consent of each Lender directly and adversely affected thereby;

(viii) amend Section 2.01(b) without the prior written consent of each Lender;

(ix) amend Article XIII without the consent of each Lender; or

(x) amend, modify, or waive the Administrative Agent's rights under Section 10.02 without the prior written consent of each Lender.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agents and the Borrower (x) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Term Loan Documents with the Term B Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders. Notwithstanding anything to the contrary herein, no defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitments of such Lender may not be increased or extended without the consent of such Lender.

SECTION 12.02. Notices and Other Communications; Facsimile Copies. (a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Term Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Credit Parties, the Agents, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 12.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in a written notice to the Borrower and the Agents.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three (3) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 12.02(c)), when delivered; provided, that notices and other communications to the Agents pursuant to Article II shall not be effective until actually received by such Person.

(b) Effectiveness of Facsimile Documents and Signatures. Term Loan Documents may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all Credit Parties, the Agents and the Lenders.

(c) Reliance by Agents and Lenders. The Agents and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notices of Borrowing) purportedly given by or on behalf of any Credit Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation

thereof. All telephonic notices to either Agent may be recorded by such Agent, and each of the parties hereto hereby consents to such recording.

SECTION 12.03: No Waiver: Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Term Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 12.04: Survival of Representations and Warranties. All representations and warranties made hereunder and in the other Term Loan Documents shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

SECTION 12.05: Payment of Expenses and Taxes: Indemnification. The Borrower agrees, (a) to pay or reimburse the Agents for all their costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Term Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of counsel to the Agents, (b) to pay or reimburse each Lender and the Agents for all their costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Term Loan Documents and any such other documents, including the reasonable fees, disbursements and other charges of counsel to each Lender and of counsel to the Agents, (c) to pay, indemnify, and hold harmless each Lender and the Agents from any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other similar taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Term Loan Documents and any such other documents, (d) to pay or reimburse Collateral Agent for all reasonable fees and expenses incurred in exercising its rights under Section 8.15 and (e) to pay, indemnify and hold harmless each Lender and the Agents and their respective Related Parties from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, and costs, expenses or disbursements of any kind or nature whatsoever, including fees, disbursements and other charges of counsel, with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Term Loan Documents and any such other documents, including any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law or any actual or alleged presence of Hazardous Materials applicable to the operations of each Credit Party, any of its Subsidiaries or any of their Real Property (all the foregoing in this clause (e), collectively, the "indemnified liabilities"); provided, that the Credit Parties shall have no obligation hereunder to the Agents or any Lender nor any of their Related Parties with respect to indemnified liabilities arising from (i) the gross negligence or willful misconduct of the party to be indemnified or one of their Related Parties or (ii) disputes among the Agents, the Lenders and/or their transferees. The agreements in this Section 12.05 shall survive repayment of the Loans and all other amounts

payable hereunder and termination of this Agreement. To the fullest extent permitted by Applicable Law, no Credit Party shall assert, and each Credit Party hereby waives, any claim against any Lender, any Agent and their respective Related Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Term Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Lender, no Agent nor any of their respective Related Parties shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Term Loan Documents or the transactions contemplated hereby or thereby.

SECTION 12.06. Successors and Assigns: Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as set forth in Section 9.03, no Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Credit Party without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.06. Notwithstanding anything to the contrary herein, any Lender may pledge or assign a security interest in all or any portion of such Lender's rights hereunder (without the consent of, or notice to any other party hereto or any other action by any party hereunder) to secure the obligations of such Lender to any financial institution providing any loan, letter of credit or other extension of credit to or for the account of such Lender and any agent, trustee or representative of such financial institution. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section 12.06) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (which consent in each case shall not be unreasonably withheld) of:

(A) the Borrower; provided, that no such consent shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Default or Event of Default has occurred and is continuing, to any other assignee;

(B) the Collateral Agent; provided, that no consent of the Collateral Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans, the amount of the Term B Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Collateral Agent) shall not be less than U.S.\$2,500,000 unless each of the Borrower and the Collateral Agent otherwise consents; provided, however, that no such consent of the Borrower shall be required if a Default or Event of Default has occurred and is continuing; and provided further, that contemporaneous assignments to a single assignee made by affiliated Lenders or related Approved Funds and contemporaneous assignments by a single assignor to affiliated Lenders or related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided, that this paragraph shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of any Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Collateral Agent an Assignment and Acceptance, together with a processing and recordation fee of U.S.\$3,500; provided, that only one such fee shall be payable in connection with simultaneous assignments to two or more Approved Funds and provided further that no such fee shall be payable in the case of assignments from the assigning Lender to one of its Affiliates; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Collateral Agent all syndication contact information as may be requested by the Collateral Agent.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section 12.06, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 2.10, 2.11, 4.04 and 12.05). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.06 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 12.06.

(iv) The Administrative Agent, acting for this purpose on behalf of the Borrower (but not as an agent, fiduciary or for any other purposes), shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Total Term B Loan Commitments of, and principal amount of the Loans, each Lender pursuant to the terms hereof from time to time (the "Register"). Further, the Register shall contain the name and address and the lending office through which each such

Person acts under this Agreement. The entries in the Register shall be conclusive, and the Credit Parties, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register, as in effect at the close of business on the preceding Business Day, shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's syndication contact information as may be requested by the Collateral Agent (unless the assignee shall already be a Lender hereunder) and any written consent to such assignment required by paragraph (b)(i) of this Section 12.06, the Collateral Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless and until it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Agents sell participations to one or more banks or other entities (each, a "*Participant*") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Term Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (i) of the first proviso to Section 12.01. Subject to paragraph (c)(ii) of this Section 12.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10, 2.11 and 4.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 12.06. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.09(b) as though it were a Lender, provided, that such Participant agrees to be subject to Section 12.09(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11 or 4.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 4.04 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 4.04(d) as though it were a Lender.

SECTION 12.07. Replacements of Lenders Under Certain Circumstances. (a) The Borrower, at its sole cost and expense, shall be permitted to replace any Lender (or any Participant), other than an Affiliate of any Agent, that (i) requests reimbursement for amounts

owing pursuant to Section 2.10, Section 2.11, Section 2.12 or Section 4.04, or (ii) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken, provided, that (A) such replacement does not conflict with any Applicable Law, (B) no Default or Event of Default shall have occurred and be continuing at the time of such replacement, (C) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and the Borrower shall pay all other amounts pursuant to Section 2.10, Section 2.11, Section 2.12 or Section 4.04, as the case may be, to such replaced Lender prior to the date of replacement and shall pay to the replaced Lender an amount equal to all Non-Excluded Taxes incurred by such Lender as a result of such replacement, (D) the replacement bank or institution, if not already a Lender, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Collateral Agent, (E) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.06 (except that such replaced Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto) (F) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, any Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination, which pursuant to the terms of Section 12.01 requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent, then, provided that no Default or Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent), at its own cost and expense, to replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans and Commitments to one or more assignees reasonably acceptable to the Collateral Agent, provided, that: (i) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment and (ii) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon (iii) Borrower shall pay to the Non-Consenting Lender an amount equal to all Non-Excluded Taxes incurred by such Lender as a result of such purchase. In connection with any such assignment, the Borrower, the Agents, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 12.06 (except that such Non-Consenting Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto).

SECTION 12.08. Securitization. The Credit Parties hereby acknowledge that the Lenders and their Affiliates may securitize the Loans (a "Securitization") through the pledge of the Loans as collateral security for loans to the Lenders or their Affiliates or through the sale of the Loans or the issuance of direct or indirect interests in the Loans to their Controlled Affiliates, which loans to the Lenders or their Affiliates or direct or indirect interests will be rated by Moody's, S&P or one or more other rating agencies (the "Rating Agencies"). The Credit Parties shall, to the extent commercially reasonable, cooperate with the Lenders and their Affiliates to effect the Securitization. Notwithstanding the foregoing, no such Securitization shall release the Lender party thereto from any of its obligations hereunder or substitute any pledgee, secured party or any other party to such Securitization for such Lender as a party hereto and no change in ownership of the Loans may be effected except pursuant to Section 12.06.

SECTION 12.09. Adjustments; Set-off. Subject to Section 4.2(a) of the Intercreditor Agreement (to the extent applicable):

(a) if any Term B Lender (a "*benefited Second Lien Lender*") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 10.01(h), or otherwise), in a greater proportion than any such payment to or collateral received by any other Second Lien Lender, if any, in respect of such other Second Lien Lender's Loans or interest thereon, such benefited Second Lien Lender shall purchase for cash from the other Second Lien Lenders a participating interest in such portion of each such other Second Lien Lender's Loans, or shall provide such other Second Lien Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefited Second Lien Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Second Lien Lenders; provided, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Second Lien Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The benefited Second Lien Lender shall be entitled to the full benefits of Section 2.10, Section 2.11, Section 4.04(a), Section 4.04(c) and Section 12.05 without regard to the limitation imposed by paragraph (c)(ii) of Section 12.06.

(b) After the occurrence and during the continuance of an Event of Default, to the extent consented to by Collateral Agent, in addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Credit Parties to the extent permitted by Applicable Law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Agents after any such set-off and application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such set-off and application.

SECTION 12.10. Counterparts. This Agreement and the other Term Loan Documents may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Collateral Agent and the Administrative Agent.

SECTION 12.11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12.12. GOVERNING LAW. THIS AGREEMENT, THE OTHER TERM LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTIONS 5-401 AND 5-402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 12.13. Conversion of Currency. The following provisions shall apply to conversion of any judgment currency and payment currency in the case of each of the Term Loan Documents:

(a) If for the purpose of obtaining judgment in, or enforcing the judgment of, any court in any country, it becomes necessary to convert into any other currency (the "judgment currency") an amount due in the payment currency (the "*Payment Currency*"), then the conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which the judgment is given or the order of enforcement is made, as the case may be (unless a court shall otherwise determine).

(b) If there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given or an order of enforcement is made, as the case may be (or such other date as a court shall determine), and the date of receipt of the amount due, the Borrower will pay such additional (or, as the case may be, such lesser) amount, if any, as may be necessary so that the amount paid in the judgment currency when converted at the rate of exchange prevailing on the date of receipt will produce the amount in the payment currency originally due.

(c) The term "rate(s) of exchange" shall mean the noon rate of exchange quoted by the Bank of Canada for purchases of the payment currency with the judgment currency other than the payment currency referred to in Subsections (a) and (b) above and includes any premiums and costs of exchange payable.

SECTION 12.14. 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 and the other Term Loan Documents to which it is a party, 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 Schedule 12.02 or on Schedule 1.01(a) 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 12.14 any special, exemplary, punitive or consequential damages.

SECTION 12.15. Acknowledgments. Each Credit Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Term Loan Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to the Credit Parties arising out of or in connection with this Agreement or any of the other Term Loan Documents, and the relationship between any Agent and Lenders, on one hand, and the Credit Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Term Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Credit Parties and the Lenders.

SECTION 12.16. WAIVERS 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 OR ANY OTHER TERM LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 12.17. Confidentiality. The Agents and each Lender shall hold all non-public information furnished by or on behalf of the Credit Parties and each of their respective Subsidiaries in connection with such Lender's evaluation of whether to become a Lender hereunder or obtained by such Lender or such Agent pursuant to the requirements of this Agreement ("Confidential Information") confidential in accordance with its customary procedure for handling confidential information of this nature and (in the case of a Lender that is a bank) in accordance with safe and sound banking practices and in any event may make disclosure as required or requested by any governmental agency or representative thereof or pursuant to legal process or to such Lender's or such Agent's attorneys, professional advisors or independent auditors or Affiliates or in connection the establishment of any special purpose funding vehicle with respect to the Loans, in each case, so long as such Person shall have agreed to receive such information hereunder subject to the terms of this Section 12.17; provided, that unless specifically prohibited by Applicable Law or court order, each Lender and each Agent shall notify the Borrower of any request by any governmental agency or representative thereof having jurisdiction over it (other than any such request in connection with an examination of the financial condition of such Lender by such governmental agency) for disclosure of any such

non-public information prior to disclosure of such information; provided further, that in no event shall any Lender or either Agent be obligated or required to return any materials furnished by the Credit Parties or any of their respective Subsidiaries. Each Lender and each Agent agrees that it will not provide any of the Confidential Information to prospective third parties in connection with Securitizations or to prospective direct or indirect contractual counterparties under Hedging Agreements to be entered into in connection with the Loans made hereunder unless such Person is advised of and agrees to be bound by the provisions of this Section 12.17. Each of the Agents, the Lenders and any Affiliate thereof is hereby expressly permitted by the Credit Parties to refer to any Credit Party and any of their respective Subsidiaries in connection with any promotion or marketing undertaken by any Agent, such Lender or such Affiliate and, for such purpose, such Agent, such Lender or such Affiliate may utilize any trade name, trademark, logo or other distinctive symbol associated with such Credit Party or such Subsidiary or any of their businesses.

EACH LENDER ACKNOWLEDGES THAT CONFIDENTIAL INFORMATION AS DEFINED IN SECTION 12.17 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE TARGET AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING WAIVERS AND AMENDMENTS, FURNISHED BY THE CREDIT PARTIES OR ANY AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE CREDIT PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE CREDIT PARTIES AND THE AGENTS THAT IT HAS IDENTIFIED IN WRITTEN NOTICE TO THE ADMINISTRATIVE AGENT A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

SECTION 12.18. Press Releases, etc. Each Credit Party will not, and will not permit any of its respective Subsidiaries, directly or indirectly, to publish any press release or other similar public disclosure or announcements (including any marketing materials) regarding this Agreement, the other Term Loan Documents, the Transaction Documents, or any of the Transactions, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

SECTION 12.19. USA Patriot Act. Each Lender hereby notifies each Credit Party that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of each Credit

Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act. Each Credit Party agrees to provide all such information to the Lenders upon request by any Agent at any time, whether with respect to any Person who is a Credit Party on the Closing Date or who becomes a Credit Party thereafter.

SECTION 12.20. No Fiduciary Duty. Each Credit Party, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Credit Parties, their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

SECTION 12.21. Authorized Officers. The execution of any certificate requirement hereunder by an Authorized Officer shall be considered to have been done solely in such Authorized Officer's capacity as an officer of the applicable Credit Party (and not individually). Notwithstanding anything to the contrary set forth herein, the Secured Parties shall be entitled to rely and act on any certificate, notice or other document delivered by or on behalf of any Person purporting to be an Authorized Officer of a Credit Party and shall have no duty to inquire as to the actual incumbency or authority of such Person.

SECTION 12.22. Intercreditor Agreement. If any provision of this Agreement is in direct conflict with, or inconsistent with, any provision in the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall govern.

ARTICLE XIII

Subordination

SECTION 13.01. Second Lien Obligations Subordinate to First Lien Obligations. (a) Each Credit Party hereby covenants and agrees, and each Second Lien Secured Party covenants and agrees, that to the extent and in the manner hereinafter set forth in this Article XIII, the Second Lien Obligations are expressly made subordinate and subject in right of payment to the prior Payment in Full of all First Lien Obligations, including those First Lien Obligations incurred, created, assumed or guaranteed after the date hereof. This Article XIII shall be reinstated if at any time any payment of any of the First Lien Obligations is rescinded or must otherwise be returned by any holder of First Lien Obligations. The First Lien Secured Parties are entitled to rely on the provisions of this Article XIII.

(b) No Credit Party will make or permit any of its Subsidiaries to make any payment on account of any Second Lien Obligations at any time when the Credit Parties are prohibited from making any payment on account of Second Lien Obligations pursuant to the provisions of this Article XIII.

SECTION 13.02. Payment Over of Proceeds Upon Dissolution. In the event of (a) any Insolvency or Liquidation Proceeding relative to any or all Credit Parties or to their creditors, as

such, or to its assets, or (b) any liquidation, dissolution or other winding up of any or all Credit Parties, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (c) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any or all Credit Parties, then and in any such event:

(i) the First Lien Secured Parties shall be entitled to receive Payment In Full of all First Lien Obligations, before any Second Lien Secured Party is entitled to receive any payment on account of the Second Lien Obligations (other than a distribution of Reorganization Securities to the extent permitted under the Intercreditor Agreement);

(ii) any payment or distribution of assets of the Credit Parties of any kind or character, whether in cash, property or securities, by set-off or otherwise, to which any Second Lien Secured Party would be entitled but for the provisions of this Article XIII, including any such payment or distribution which may be payable or deliverable by reason of the payment of any other Indebtedness of the Credit Parties being subordinated to the payment of the Second Lien Obligations (other than a distribution of Reorganization Securities to the extent permitted under the Intercreditor Agreement) shall be paid by the liquidating trustee or agent or other Person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or otherwise, directly to the First Lien Secured Parties or their representative or representatives, or to the trustee or trustees under any indenture under which any instruments evidencing any of such First Lien Obligations may have been issued, to the extent necessary to make Payment In Full of all First Lien Obligations, after giving effect to any concurrent payment or distribution to the holders of such First Lien Obligations; and

(iii) in the event that, notwithstanding the foregoing provisions of this Section 13.02, any Second Lien Secured Party shall have received any such payment or distribution of assets of the Credit Parties of any kind or character, whether in cash, property or securities, including any such payment or distribution which may be payable or deliverable by reason of the payment of any other Indebtedness of the Credit Parties being subordinated to the payment of the Second Lien Obligations (but excluding any Reorganization Securities to the extent permitted under the Intercreditor Agreement) before all First Lien Obligations is Paid In Full, then and in such event such payment or distribution shall be held in trust for the holders of the First Lien Obligations and paid over or delivered forthwith to the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee, agent or other Person making payment or distribution of assets of the Credit Parties for application to the payment of all First Lien Obligations remaining unpaid, to the extent necessary to make Payment In Full of all First Lien Obligations, after giving effect to any concurrent payment or distribution to or for the First Lien Secured Parties.

If the Second Lien Secured Party shall have failed to file claims or proofs of claim with respect to the Term B Loans in any proceeding of the type referred to in the first sentence of this Section 13.02 earlier than five (5) days prior to the deadline for any such filing, the Second Lien Secured Party hereby appoints and empowers the First Lien Collateral Agent to file such claims or proofs of claim; provided, that the First Lien Collateral Agent shall have no obligation to file any such claim or proof of claim.

SECTION 13.03. No Payment in Certain Circumstances. (a) In the event any First Lien Payment Default shall have occurred and be continuing, then no payment by any Credit Party of

or on account of Second Lien Obligations (other than a payment of (i) interest in kind and (ii) expenses and indemnification payments in an amount not to exceed \$250,000 in aggregate) shall be made unless and until such payments in respect of the First Lien Obligations shall have been made or such First Lien Payment Default is waived in accordance with the terms of this Agreement.

(b) In the event any First Lien Non-Payment Default shall have occurred and be continuing, and the Borrower and the Second Lien Secured Parties shall each have received written notice of such First Lien Non-Payment Default from the First Lien Collateral Agent (a "*Blockage Notice*"), then no payment (other than a payment of interest in kind) of or on account of interest or principal on the Second Lien Obligations shall be made by any Credit Party, or accepted by any Second Lien Secured Party, during the period commencing on the date the Borrower and the Second Lien Secured Parties shall each have received such Blockage Notice and ending on the earlier of (i) the date 90 days thereafter and (ii) the date on which such First Lien Non-Payment Default has been cured or waived in accordance with the terms of this Agreement unless the maturity of the First Lien Obligations has been accelerated; provided, that in any 360 consecutive day period, irrespective of the number of defaults with respect to First Lien Obligations during such period, (x) no more than two (2) Blockage Notices may be given, (y) Blockage Notices may be in effect for no more than 180 days in the aggregate, and (z) no First Lien Non-Payment Default (or event which, with the giving of notice and/or lapse of time, would become a First Lien Non-Payment Default) which existed on the date of the commencement of any such blockage period may be used as the basis for any subsequent Blockage Notice unless such First Lien Non-Payment Default or event, as the case may be, shall in the interim have been cured or waived for a period of not less than ninety (90) consecutive days.

(c) The failure of the Borrower to make any payment with respect to the Second Lien Obligations by reason of the operation of this Section 13.03 shall not be construed as preventing the occurrence of a Default or Event of Default hereunder. Immediately upon the expiration of any period under this Section 13.03 during which no interest or principal payments may be made on account of the Second Lien Obligations, the Borrower may resume making any and all payments on account of the Second Lien Obligations (including any payment of principal or interest missed during such period).

(d) In the event that, notwithstanding the foregoing, the Second Lien Secured Parties shall have received any payment prohibited by the foregoing provisions of this Section 13.03, then and in such event such payment shall be held in trust for the First Lien Secured Parties and shall be promptly paid over and delivered forthwith to the First Lien Collateral Agent for application (in accordance with this Agreement) to the First Lien Obligations until Payment In Full of the First Lien Obligations.

(e) The provisions of this Section 13.03 shall not apply to any payment with respect to which Section 13.02 hereof would be applicable.

SECTION 13.04. Payments Otherwise Permitted. Nothing contained in this Article XIII or elsewhere in this Agreement or in the Notes shall prevent the Borrower, at any time except

under the conditions described in Section 13.02 and Section 13.03 hereof, from making payments at any time on the Second Lien Obligations.

SECTION 13.05. Subrogation to Rights of First Lien Secured Parties. Subject to the Payment In Full of all First Lien Obligations, the Second Lien Secured Parties shall be subrogated to the rights of the First Lien Secured Parties to receive payments and distributions of cash, property and securities applicable to the First Lien Obligations until the First Lien Obligations shall be paid in full. For purposes of such subrogation, no payments or distributions to the First Lien Secured Parties of any cash, property or securities to which the Second Lien Secured Parties would be entitled except for the provisions of this Article XIII, and no payments over pursuant to the provisions of this Article XIII to the First Lien Secured Parties by the Second Lien Secured Parties shall, as among the Credit Parties, their creditors (other than First Lien Secured Parties), and the Second Lien Secured Parties be deemed to be a payment or distribution by the Borrower to or on account of the Second Lien Obligations.

SECTION 13.06. Provisions Solely to Define Relative Rights. The provisions of this Article XIII are and are intended solely for the purpose of defining the relative rights of the Second Lien Secured Parties on the one hand and First Lien Secured Parties on the other hand. Nothing contained in this Article XIII or elsewhere in this Agreement or the Notes is intended to, or shall (a) impair, as among the Credit Parties, their creditors (other than the First Lien Secured Parties) and the Second Lien Secured Parties, the obligation of the Borrower, which is absolute, and unconditional, to pay to the Second Lien Secured Parties the principal of and interest or premium (if any) on, and any other amount payable by the Borrower under, the Loans, the Notes or this Agreement or any other Term Loan Document as and when the same shall become due and payable in accordance with their respective terms; or (b) affect the relative rights against the Credit Parties of the Second Lien Secured Parties and creditors of the Credit Parties (other than the First Lien Secured Parties); or (c) prevent the Second Lien Secured Parties from exercising all remedies otherwise permitted by applicable law upon default under this Agreement or any other Term Loan Document, subject to the rights of the First Lien Secured Parties (i) under the conditions specified in Section 13.02 hereof to receive, pursuant to and in accordance with such section, cash, property and securities otherwise payable or deliverable to the Second Lien Secured Parties and (ii) under the conditions specified in Section 13.03 hereof, to prevent any payment prohibited by such section.

SECTION 13.07. No Waiver or Impairment of Subordination Provisions. No right of any present or future First Lien Secured Party to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Credit Party, or by any act or failure to act by any such First Lien Secured Party, or by any non-compliance by any Credit Party with the terms, provisions and covenants of this Agreement or any other Term Loan Document, regardless of any knowledge thereof any such First Lien Secured Party may have or be otherwise charged with. Without in any way limiting the generality of the foregoing sentence, the First Lien Secured Parties may, at any time and from time to time, without the consent of or notice to the Second Lien Secured Parties, without incurring responsibility to the Second Lien Secured Parties and without impairing or releasing the subordination provided in this Article XIII or the obligations hereunder of the Second Lien Secured Parties to the First Lien Secured Parties, do any one or more of the following: (i) solely to the extent permitted by Section 13.10 hereof, change the manner, place or terms of payment

or extend the time of payment of, or renew or alter, First Lien Obligations or any instrument evidencing the same or any agreement under which First Lien Obligations is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing First Lien Obligations; (iii) release any Person liable in any manner for the collection of First Lien Obligations; and (iv) exercise or refrain from exercising any rights against the Borrower and any other Person.

SECTION 13.08. Reliance on Judicial Order or Certificate of Liquidating Agent. Upon any payment or distribution of assets of the Credit Parties referred to in this Article XIII, the Second Lien Secured Parties shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which such insolvency, bankruptcy, receivership, liquidation, reorganization, dissolution, winding up or similar case or proceeding is pending, or a certificate of the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee for the benefit of creditors, agent or other Person making such payment or distribution, delivered to the Second Lien Secured Parties for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article XIII. Notwithstanding the foregoing, any amounts payable to and received by the Second Lien Collateral Agent shall be turned over in accordance with the terms and conditions of the Intercreditor Agreement.

SECTION 13.09. Information Concerning Financial Condition. The Second Lien Secured Parties hereby assume responsibility for keeping themselves informed of the financial condition of the Borrower and of all other circumstances bearing upon the risk of nonpayment of the First Lien Obligations, and agree that the First Lien Collateral Agent shall not have any duty to advise them of information known to the First Lien Collateral Agent regarding such condition or any such circumstances.

SECTION 13.10. Cumulative Rights. No Waivers. Each and every right, remedy and power granted to the First Lien Collateral Agent and the First Lien Secured Parties under this Article XIII hereunder shall be cumulative and in addition to any other right, remedy or power specifically granted under this Article XIII. Any failure or delay on the part of the First Lien Collateral Agent or the First Lien Secured Parties in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect any right of the First Lien Collateral Agent or the First Lien Secured Parties thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power, and no such failure, delay, abandonment or single or partial exercise of the rights of the First Lien Collateral Agent or the First Lien Secured Parties hereunder shall be deemed to establish a custom or course of dealing or performance among the parties hereto.

SECTION 13.11. Miscellaneous. (a) The Second Lien Secured Parties acknowledge and agree that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each First Lien Secured Party, whether such First Lien Obligations was created or acquired before or after the date hereof, to acquire and continue to hold, or to continue to hold, such First Lien Obligations, and each First Lien Secured Party shall be deemed conclusively to have relied upon such subordination provisions in acquiring and continuing to hold such First Lien Obligations.

(b) By executing this Agreement, the Credit Parties agree to be bound by the provisions hereof as they relate to the relative rights of the Second Lien Secured Parties and the First Lien Secured Parties. The Credit Parties acknowledge that the provisions of this Article XIII shall not give the Credit Parties any substantive rights as against the First Lien Secured Parties or the Second Lien Secured Parties. The Credit Parties hereby agree that the First Lien Collateral Agent, the First Lien Secured Parties and the Second Lien Secured Parties shall not have any liability to the Credit Parties for performing their respective responsibilities under this Article XIII with respect to the other parties hereto.

ARTICLE XIV

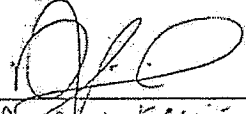
INTEGRATION

SECTION 14.01. Integration. This Agreement and the other Term Loan Documents represent the agreement of the Credit Parties, the Agents and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto or thereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Term Loan Documents.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

PLANET ORGANIC HOLDING CORP.,
a New York corporation, as Borrower


By: 
Name: DARREN KASSIE
Title: CFO

PLANET ORGANIC HEALTH CORP.,
an Alberta corporation, as Parent Guarantor

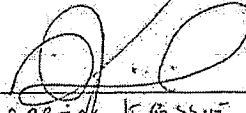
By: 
Name: DARREN KASSIE
Title: CFO

OTHER GUARANTORS:

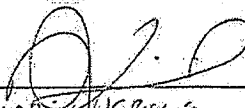
616407 ALBERTA LTD.,
an Alberta corporation

By: 
Name: DARREN KASSIE
Title: Vice President

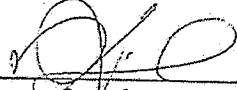
S-5 HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: DARREN KASSIE
Title: Vice President

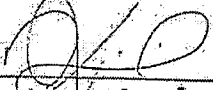
HEALTHY'S, THE ATHLETE'S EDGE INC.,
an Ontario corporation

By: 
Name: DARREN KASSIE
Title: SECRETARY

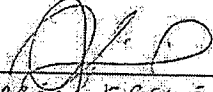
DARWEN HOLDINGS LTD.,
a Saskatchewan corporation

By: 
Name: DARREN KASSIE
Title: VICE PRESIDENT

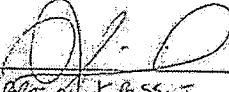
MAHOPAC ORGANIC INC.,
a New York Corporation

By: 
Name: DARREN KASSIE
Title: CFO

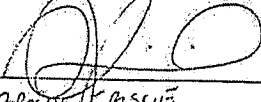
MRS. GREEN'S NATURAL MARKET, INC.,
a New York Corporation

By: 
Name: DARREN KASSIE
Title: CFO

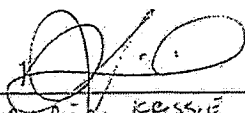
MRS. GREEN'S OF BRIARCLIFF, INC.,
a New York Corporation

By: 
Name: DARREN KASSIE
Title: CFO


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

By: 
Name: DARREN KASSIE
Title: CFO

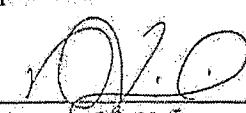
MRS. GREEN'S OF FAIRFIELD, INC.,
a Connecticut Corporation

By: 
Name: DARREN KESSIE
Title: CFO

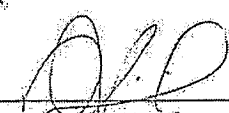
MRS. GREEN'S OF ROCKLAND, INC.,
a New York Corporation

By: 
Name: DARREN KESSIE
Title: CFO


MRS. GREENS MANAGEMENT CORP.,
a New York Corporation

By: 
Name: DARREN KESSIE
Title: CFO

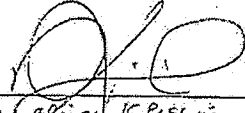
MRS. GREENS OF KATONAH, INC.,
a New York Corporation

By: 
Name: DARREN KESSIE
Title: CFO

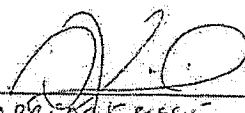
MRS. GREENS OF LARCHMONT, INC.,
a New York Corporation

By: 
Name: DARREN KESSIE
Title: CFO

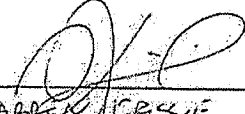
MRS. GREENS OF STAMFORD, INC.,
a Connecticut Corporation

By: 
Name: DARREN KRESSIE
Title: CFO

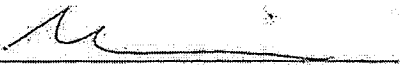
MRS. GREENS OF YORKTOWN HEIGHTS,
INC., a New York Corporation

By: 
Name: DARREN KRESSIE
Title: CFO


MT. KISCO ORGANIC INC.,
a New York Corporation

By: 
Name: DARREN KRESSIE
Title: CFO

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

By: 
Name: Michael Aroughet
Title: President

ARES CAPITAL CORPORATION, as Lender

By: 
Name: Michael Aroughetti
Title: President

Schedule I – Adjustments to Consolidated Adjusted EBITDA

None.

Schedule 1.01(a) – Commitments

NAME AND NOTICE ADDRESS OF LENDER	CANADIAN REVOLVING CREDIT COMMITMENT	U.S. REVOLVING CREDIT COMMITMENT	TERM LOAN COMMITMENT	OTHER LOAN COMMITMENT
The Toronto-Dominion Bank TD Commercial National Accounts 700 West Georgia Street, 2nd Floor Vancouver, BC, Canada V7Y 1A2 Attention: Senior Manager Telecopier: (604) 654-5419	\$4,000,000	\$0	\$4,000,000	\$0
The Toronto-Dominion Bank, New York Branch 31 West 52 nd Street New York, NY 10019 Telecopier: 212 827 7557 Attn: Vice President and Director Credit Management US Business Banking Services	\$0	\$3,500,000	\$0	\$0
...es Capital Corporation 280 Park Avenue, 22nd Floor New York, NY 10017 Attn: Michael Arougheti, Managing Director Telephone: (212) 750-4912 Telecopier: (212) 750-1777	\$0	\$0	\$0	\$20,000,000
TOTAL	\$4,000,000	\$3,500,000	\$4,000,000	\$20,000,000

Schedule 1.01(b) - Material Contracts

Please see the list of leases referenced on Schedule 7.15 hereto.

Schedule 7.04 – Litigation

Action No. Q0703 00737 – Planet Organic Market and Planet Organic Health Corp., et al vs. Kubica, Katherine, filed January 17, 2007 – Statement of Claim – Damages (\$650,000) Status: Active

Action No. Q0601 0015 – Trophic Canada Ltd. vs. Dorward, Logan, filed January 5, 2006 – Statement of Claim – Damages (\$250,000; \$175,000 and \$200,000). Status: Active

File No. 8174-07 - Ryder Truck Rental, Inc, d/b/a Ryder Transportation Services as successor in interest to 4G's Truck Renting Co., Inc., as Plaintiff vs. Mrs. Green's Natural Market, Inc. as Defendant, filed May 3, 2007 - Summons to answer the complaint - \$6,270.72 with interest from August 14, 2006.

Schedule 7.12 – Subsidiaries

PLANET ORGANIC HEALTH CORP.

Subsidiaries:

Healthy's, The Athlete's Edge, Inc.
Darwen Holdings Ltd.
616407 Alberta Ltd.
S-5 Holdings Ltd.
Planet Organic Holding Corp.
Planet Organic Market Corp.

PLANET ORGANIC HOLDING CORP.

Subsidiaries:

Mrs. Greens Management Corp.
Mrs. Green's Natural Market, Inc.
Mrs. Green's of Eastchester
Mt. Kisco Organic Inc.
Mahopac Organic Inc.
Mrs. Greens of Yorktown Heights, Inc.
Mrs. Greens of Larchmont, Inc.
Mrs. Greens of Katonah, Inc.
Mrs. Greens of Stamford, Inc.
Mrs. Green's of Rockland, Inc.
Mrs. Green's of Fairfield, Inc.
Mrs. Green's of Briarcliff, Inc.

Planet Organic Health Corp. and Planet Organic Holding Corp. have a 100% ownership interest in each of their respective subsidiaries.

Schedule 7.14 – Environmental Matters

None.

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Schedule 7.15 – Real Property

Leased Property

Mrs. Greens entities:

- Lease between Pine Top Associates and Mrs. Greens Natural Market Inc. dated August 20, 1991.
- Lease between Sutom Commercial, Inc. and Mrs. Green's of Eastchester Dated February 15, 1994.
- Lease between Lake Plaza Associates LLC and Mahopac Organic, Inc. dated August 28, 1985.
- Lease between Diamond Properties and Mt. Kisco Organic, Inc.
- Lease between EK Triangle LLC and Mrs. Greens of Yorktown Heights, Inc. dated September 1, 2003
- Lease between Metropolis Westchester Lanes, Inc. and Larchmont Organic Inc. dated November 17, 1994.
- Lease between Village Common Associates and Mrs. Green's of Katonah, Inc. dated January 1, 2000.
- Lease between BLR Limited Partnership and Mrs. Greens of Stamford, Inc., dated December 23, 1998.
- Lease between Indian Rock L.L.C. and Mrs. Green's of Rockland, Inc. dated March 5, 1999.
- Lease between 1916 Post Road Associates, LLC and Mrs. Green's of Fairfield, Inc. dated May 24, 1996.
- Lease between Tudor III Realty, LLC and Mrs. Green's of Briarcliff, Inc. dated August 20, 2003.

Planet Organic entities:

- Lease between Scarborough Town Centre Holdings Inc, and Healthy's, The Athlete's Edge Inc. dated February 1, 2002 at Scarborough Town Centre, 300 Borough Drive, Scarborough, Ontario, M1P 4P5
- Lease between Exchange Tower Limited, HRI Exchange Inc. and PFS Exchange Inc., and Healthy's, The Athlete's Edge Inc. dated April 21, 2004 at Retail Unit No. CW 17, Concourse Level, 130 King Street, Toronto, ON, M5X 1E3
- Lease between Acktion Capital Corporation and Bramalea City Centre Equities Inc., and Healthy's, The Athlete's Edge Inc. dated May 31, 2006 at Location No. 313, 25 Peel Centre Drive, Brampton, ON, L6T 3R5
- Lease between Vaughan Mills Shopping Centre Corporation and Amdek Marketing Ltd. dated November 4, 2004 at Location No. 139, 1 Bass Pro Mills Drive, Vaughan, ON, L4K 5W4
- Lease between Ivanhoe Cambridge II Inc., and Amdek Marketing Ltd. dated November 1, 2006 at Location No. 82, 1250 South Service Road, Mississauga, ON, L5E 1V4

- Lease between Ivanhoe Cambridge II Inc., and Amdek Marketing Ltd. dated February 28, 2005 at Location No. E9A, Burlington Mall, 777 Guelph Line, Burlington, ON, L7R 3N2
- Lease between Stone Road Mall Holdings Inc. and Hatem Inc. dated July 17, 2003 at Stone Road Mall, 435 Stone Road, Guelph, ON, N1G 2X6
- Lease between Lauring GP Ltd. and Planet Organic Health Corp. dated February 1, 2002 at 100, 10233 Elbow Drive SW, Calgary, AB, T2W 1E8
- Lease between Hansbraun Investments Ltd., and Planet Organic Health Corp. dated January 1, 2005 at 109-3995 Quadra Street, Victoria, BC, V8X 1J8
- Lease between Pietro Rinella and Joe Indovina, and Planet Organic Health Corp. dated April 1, 2006 at 170 Lakeshore Road East, Mississauga, ON, L5G 1G1
- Lease between GWL Realty Advisors Inc., and Planet Organic Health Corp. dated January 1, 2004 at 10-2755 Lougheed Hwy, Port Coquitlam, BC, V3B 5Y9
- Lease between Sobey Leased Properties Limited and Planet Organic Health Corp. dated September 1, 2006 at 6487 Quinpool Rd., Halifax, NS, B3L 1B2
- Lease between Kingsley Land Company Ltd., and Planet Organic Health Corp. dated January 1, 2006 at 110-4625 Varsity Drive NW, Calgary, AB, T3A 0Z9
- Lease between 20 Vic Management Inc. and Sangster's Health Centres dated February 28, 2003 at 137-7001 Mumford Road, Halifax, NS, B3L 4N9
- Lease between Family Fitness Inc. and Sangster's Health Centres dated March 8, 2006 at Normanview - Gold's Gym, 358 McCarthy Blvd. N, Regina, SK, S4R 7M2
- Lease between Pyxis Real Estate Equities Inc., and Sangster's Health Centres dated May 1, 2005 at Victoria Square Shopping Centre #40B, 223 Victoria Avenue, Regina, SK
- Lease between Sharpe Properties Corp., and Sangster's Health Centres dated April 7, 2006 at Rutherford Mall, 243-4750 Rutherford Road, Nanaimo BC, V9T 4K6
- Lease between 615636 Saskatchewan Ltd. and Zichy Thyssen Real Estate Limited and Sangster's Health Centres dated December 1, 2003 at Wheatland Mall, 55-1150 Central Avenue, Swift Current, SK, S9H 4C8
- Lease between Norfolk Housing Association and Sangster's Health Centres dated November 1, 2006 at 1120 Kensington Road NW, Calgary, AB, T2N 3P1
- Lease between Kennington Properties Ltd., and Sangster's Health Centres dated October 31, 2006 at 400-10816 MacLeod Trail SE, Calgary AB, T2J 5N8
- Lease between 721803 Alberta Ltd. and Planet Organic Health Corp. dated September 11, 2006 at 12120 Jasper Avenue, Edmonton, AB, T5N 3J8

Lease between A.N.R. Investments Ltd. and Planet Organic Health Corp. dated July 1, 2006 at 109, 2250 Oak Bay Avenue, Victoria, Avenue, Victoria, BC V8R 1G4

Lease between Luring Group and Planet Organic Health Corp. dated April 13, 2007 at 7915 104 Street Edmonton, AB T6E 4E1

Owned Property

Planet Organic Health Corp:

2218 Hanselman Ave
Saskatoon, Saskatchewan
S7L 6A4
The building title # is 110772345
Surface Parcel #118931474
Lot 5Blk/Par 791 Plan No 75S10686

260 Okanagan Avenue East
Penticton, British Columbia
V2A 3J7
Title # KW173219
Parcel Identifier: 008-364-184
Lot A District Lot 1997S Similkameen Division
Yale District Plan 17735
Except Plan KAP70187

Schedule 7.18 – Security Documents, Perfection Matters

UCC-1 Financing Statements are filed in the following locations:

New York:

New York State Department of State
Division of Corporations, State Records,
and Uniform Commercial Code
41 State Street
Albany, NY 12231-0001

Connecticut:

Connecticut Secretary of State
Commercial Filing Division
30 Trinity Street
Hartford, CT 06106

PPSA filings are made in Canada in the following locations:

British Columbia:

BC Registry Services
940 Blanshard Street, 2nd Floor
Victoria, British Columbia V8W 9V3

Nova Scotia:

Nova Scotia Personal Property Registry
P.O. Box 204
Halifax, Nova Scotia B3J 2M4

Alberta:

Alberta Registered Personal Property Registry
P.O. Box 2022
Edmonton, Alberta T5J 4M5

Saskatchewan:

Saskatchewan Personal Property Registry
1301 1st Avenue
Regina, Saskatchewan S4R 8H2

141

Ontario:

Personal Property Registration
Central Registration Branch
P.O. Box 21100, Station "A"
Toronto, Ontario
M5W 1W6

Schedule 7.21 – Contractual or Other Restrictions

None.

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Schedule 7.23 – Collective Bargaining Agreements

None.

Schedule 7.24 - Insurance

Planet Organic Health Corp. - See attached Certificates of Insurance

Mrs. Green's entities - See attached Certificates of Insurance

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Schedule 7.25 - Existing Indebtedness

None.

Schedule 7.26 – Deposit Accounts and Security Accounts

DEPOSIT ACCOUNTS

Mrs. Greens:

Store #	Address	City	State	ZIP	ABA#	CITIBANK
					routing #	account#
1	365 Central Park Avenue	Scarsdale	NY	10583	21000089	9054558
2	780 White Plains Road	Scarsdale	NY	10583	21000089	9054689
3	Lake Plaza Route 6	Mahopac	NY	10541	21000089	9055171
4	666 Lexington Avenue	Mount Kisco	NY	10549	21000089	9049759
5	12 Triangle Shopping Center	Yorktown Heights	NY	10598	21000089	9049812
6	2460 Boston Post Road	Larchmont	NY	10538	21000089	9049898
7	202 Katonah Avenue	Katonah	NY	10536	21000089	9049943
8	950 High Ridge Road	Stamford	CT	06905	21000089	9050004
9	26 Indian Rock Shopping Center	Suffern	NY	10901	21000089	9050151
10	1916 Post Road	Fairfield	CT	06430	21000089	9050418
11	77 North State Road	Briarcliff Manor	NY	10510	21000089	63589852
						Citibank
	Mrs Green's Mang Corp Inc					9054283
	Mrs Green's Mang Payroll					9056932
						KEY Bank
3	Lake Plaza Route 6	Mahopac				323390051098
						BANK OF AMERICA
7	202 Katonah Avenue	Katonah				9420042558
						M & T BANK
9	26 Indian Rock Shopping Center	Suffern				8890697124

Planet Organic Health Corp.:

	Banking Institution	Account No.	Address
1.	TD Canada Trust	0987-5216569	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
2.	TD Canada Trust	0987-5216410	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
3.	TD Canada Trust	0987-5219940	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
4.	TD Canada Trust	9656-521994	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
5.	TD Canada Trust	9656-5216569	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
6.	TD Canada Trust	9665-5216410	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
7.	TD Canada Trust	0987-5226181	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
8.	TD Canada Trust	9565-5217972	Burnaby Centre Branch 1933 Willingdon Avenue Burnaby, BC V5C 5J3
9.	TD Canada Trust	0879-0311126	Whyte Avenue Edmonton 10864 Whyte Avenue Edmonton, AB T6E 2B3

10.	Bank of Montreal	0014-1159-664	10199-101 Street PO Box 220 Edmonton, AB T5J 3Y4
11.	TD Canada Trust	0879-5214100	Whyte Avenue Edmonton 10864 Whyte Avenue Edmonton, AB T6E 2B3
12.	TD Canada Trust	0567-5207494	Lake Shore Blvd West @ Third St. 2814 Lake Shore Blvd West Mississauga, ON M8V 1H7
13.	TD Canada Trust	7611-5999550	4000 Quadra Street Victoria, BC V8X 1K2
14.	TD Canada Trust	0234-5204083	2755 Lougheed Highway, Unit 11 Port Coquitlam, BC V3B 5Y9
15.	Bank of Montreal	0595-1055-878	#345, 10233 Elbow Drive SW Calgary, AB T2W 1E8
16.	TD Canada Trust	0844-5204966	Calgary Southland Crossing 9737 MacLeod Trail SW, Unit 200 Calgary, AB T2J 0P6
17.	CIBC	00929-66-05818	4625 Varsity Drive NW Calgary, AB T3A 0Z9

18.	TD Canada Trust	0804-5217927	Market Mall 4880-32 nd Avenue NW Calgary, AB T3A 4N7
19.	The Bank of Nova Scotia	00273-00046-18	Scotiabank PO Box 70 Halifax, NS B3J 1W1
20	TD Canada Trust	0036-5207345	Halifax Monastery 6239 Quinpool Road Halifax, NS B3L 1A4

Darwen Holdings Ltd.

Canadian Imperial Bank of Commerce
Account # 29-10918
201- 21 Street E.
Saskatoon, Saskatchewan
S7K 0B8

Toronto-Dominion Bank
Account #0987 - 5216461
Commercial Banking
Lower Mainland North
1933 Willingdon Avenue
Burnaby, BC V5C 5J3

Amdck Marketing Inc. (amalgamated into Healthy's, The Athlete's Edge Inc.)

Duca Financial Services
Account #6428752 002
5290 Yonge Street
Toronto, ON M2N 5P9
(chequing account)

Canadian Imperial Bank of Commerce
Account # 1108719
Mississauga City Centre
Suite 105, 1 City Centre Drive
Mississauga, ON L5B 1M2
(chequing account)

Bank of Montreal
Account # 1043916
777 Guelph Line
Burlington, ON L7R 3N2

(chequing account)

Hatem Inc. (amalgamated into Healthy's, The Athlete's Edge Inc.)

Bank of Montreal
Account #1015 460
435 Stone Road W
Guelph, ON N1G 2X6
(chequing account)

Canadian Imperial Bank of Commerce
Account # 44 04319
Mississauga City Centre
Suite 105, 1-City Centre Drive
Mississauga, ON L5B 1M2
(chequing account)

The Big Fresh Inc. (amalgamated into Planet Organic Health Corp.)

Bank of Montreal
Account #1159-664
10199-101 St.
P.O. Box 220
Edmonton, Alberta T5J 3Y4

Toronto-Dominion Bank
Account #5214100
Whyte Avenue
10864 Whyte Avenue
Edmonton, Alberta T6E 2B3

Trophic Canada Ltd. (amalgamated into Planet Organic Health Corp.)

Toronto-Dominion Bank
Account #901606
Burnaby Centre Branch
1933 Willingdon Ave.
Burnaby, BC V5C 5J3
(Cdn Dollar Account)

Toronto-Dominion Bank
Account #7306008
Burnaby Centre Branch
1933 Willingdon Ave.
Burnaby, BC V5C 5J3
(U.S. Dollar Account)

Toronto-Dominion Bank
Account #0313046
Burnaby Centre Branch
1933 Willingdon Ave.
Burnaby, BC V5C 5J3
(Payroll Account)

Toronto-Dominion Bank
Account #9901606
Commercial Banking
Lower Mainland North
1933 Willingdon Ave.
Burnaby, BC V5C 5J3
(Mortgage Account)

Healthy's, the Athlete's Edge Inc.

Bank of Nova Scotia
Account #0011916
300 Borough Drive, Unit 211
Scarborough, ON M1P 4P5
(chequing account)

Royal Bank of Canada
Account #109 372 3
Bramalea City Centre Branch
25 Peel Centre Drive, Unit 146
Bramalea, ON L6T 3R5
(chequing account)

Royal Bank of Canada
Account #101 166 7
Hwy 10 & Country Court Branch
206 Country Court Boulevard
Brampton, ON L6W 4P5
(chequing account)

TD Commercial Banking
5226181 Burnaby Centre Branch
1933 Willingdon Ave
Burnaby, BC V5C 5J3
(chequing account)

SECURITIES ACCOUNTS

None.

Schedule 7.28 – Canadian Pension Plan

Please see attached Group Benefit Plans.

Schedule 7.29 – PACA Participants

United Natural Foods, Inc.
Albert's Organics, Inc.
Select Nutrition
Gourmet Guru
Solgar
Dora's Naturals
Natural Organics, Inc.
New World Provisions Inc.

Schedule 9.02 – Liens

None.

Schedule 9.12 – Description of Business

Sale of natural organic foods and supplements and other food products.

Schedule 12.02 – Addresses for Notices**CREDIT PARTIES:**

Planet Organic Health Corp.
 7915-104 St, Suite 230
 Edmonton, Alberta
 T6E 4E1
 Attn: Darren Krissie, Chief Financial Officer
 Telephone: (780) 439-1615
 Telecopier: (780) 429-7133

With copies to:

Phillips Nizer LLP
 666 Fifth Avenue
 New York, NY 10103
 Attn: Marc Landis, Esq.
 Telephone: (212) 977-9700
 Telecopier: (212) 262-5152

and

Richards Hunter
 Barristers & Solicitors
 1340-555 Calgary Trail NW
 Edmonton, AB T6H 5P9
 Attn: Linda Callaghan
 Telephone: (780) 436-8554
 Telecopier: (780) 436-8556

SECOND LIEN COLLATERAL AGENT:

Ares Capital Corporation
 280 Park Avenue, 22nd Floor
 New York, NY 10017
 Attn: Michael Arougheti, Managing Director
 Telephone: (212) 750-4912
 Telecopier: (212) 750-1777

With copies to:

Bingham McCutchen LLP
 399 Park Avenue
 New York, NY 10022
 Attn: Frederick Eisenbiegler, Esq.
 Telephone: (212) 705-7745
 Telecopier: (212) 702-3646

and

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8

ADMINISTRATIVE AGENT AND FIRST LIEN COLLATERAL AGENT:

TD Commercial National Accounts
 700 West Georgia Street, 2nd Floor
 Vancouver, BC, Canada V7Y 1A2
 Attn: Senior Manager
 Telecopier: (604) 654-5419

With a copy to:

Owen Bird Law Corporation
 29th Floor, Three Bentall Centre
 595 Burrard Street
 PO Box 49130
 Vancouver, BC, Canada V7X 1J5
 Attn: Allison Kuchta
 Telecopier: (604) 688-2817

Attn: Richard Borins, Esq.
Telephone: (416) 862-6731
Telecopier: (416) 862-6666

EXHIBIT AFORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to the Amended and Restated Term Loan Agreement, dated as of _____, _____ (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among PLANET ORGANIC HEALTH CORP., an Alberta corporation (the "*Parent Guarantor*"), its Subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.10 of the Credit Agreement, PLANET ORGANIC HOLDING CORP., a New York corporation (the "*Borrower*" and a guarantor thereunder), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), 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*" and together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*").

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

1. The Assignor identified on Schedule I hereto (the "*Assignor*") and the Assignee identified on Schedule I hereto (the "*Assignee*") agree as follows:

2. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule I hereto (the "*Assigned Interest*") in and to the Assignor's rights and obligations under the Credit Agreement and the other Term Loan Documents (including the Intercreditor Agreement) with respect to those Commitments contained in the Credit Agreement as are set forth on Schedule I hereto (individually, an "*Assigned Commitment*"; collectively, the "*Assigned Commitments*"), in a principal amount for each Assigned Facility as set forth on Schedule I hereto.

3. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Term Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, any of its Subsidiaries or any other Credit Party or the performance or observance by the Borrower, any of its Subsidiaries or any other Credit Party of any of their respective obligations under the Credit Agreement or any other Term Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any promissory notes held by it evidencing the Assigned Commitments ("*Notes*") and (i) requests that the Second Lien Collateral Agent, upon request by the Assignee, exchange the attached Notes for a new Note or Notes payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned

Commitment, requests that the Second Lien Collateral Agent exchange the attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

4. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement and the other Term Loan Documents (including the Intercreditor Agreement), together with copies of the financial statements delivered pursuant to Section 8.01 thereof or referred to in Section 7.09 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, the Administrative Agent, the Second Lien Collateral Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Term Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent and the Second Lien Collateral Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Term Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent or the Second Lien Collateral Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 4.04 of the Credit Agreement.

5. The effective date of this Assignment and Acceptance shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Second Lien Collateral Agent for acceptance by it and recording by the Second Lien Collateral Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Second Lien Collateral Agent, be earlier than five (5) Business Days after the date of such acceptance and recording by the Second Lien Collateral Agent).

6. Upon such acceptance and recording, from and after the Effective Date, the Second Lien Collateral Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

7. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Term Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

8. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of law provisions (other than Sections 5-401 and 5-402 of the General Obligations Law of the State of New York).

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

Schedule 1
to Assignment and Acceptance

Name of Assignor: _____

Name of Assignee: _____

Effective Date of Assignment: _____

Assigned Commitments	Principal Amount Assigned	% of Total Applicable Commitment
Term B Loan Commitment	\$ _____	_____% of Total Term B Loan Commitment

[Name of Assignee]

[Name of Assignor]

By: _____

Name:

Title:

By: _____

Name:

Title:

Accepted and Consented to:

ARES CAPITAL CORPORATION,
as Second Lien Collateral Agent

[Consented to:

PLANET ORGANIC HOLDING CORP., as
U.S. Borrower¹

By: _____

Name:

Title:

By: _____

Name:

Title:

¹To the extent required under the Credit Agreement.

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

This certificate is delivered pursuant to Section 8.01(d) of the Amended and Restated Term Loan Agreement, dated as of _____, _____ (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PLANET ORGANIC HEALTH CORP., an Alberta corporation (the "Parent Guarantor"), its Subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.10 of the Credit Agreement, PLANET ORGANIC HOLDING CORP., a New York corporation (the "Borrower" and a guarantor thereunder), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and ARES CAPITAL CORPORATION, a Maryland corporation ("ARCC"), 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" and together with the Administrative Agent, collectively, the "Agents" and each an "Agent"). Unless otherwise defined herein, capitalized terms used herein and in the Attachments hereto shall have the meanings provided in the Credit Agreement.

The Borrower hereby certifies that as of the date hereof [no Default or Event of Default had occurred and is continuing] [a Default/an Event of Default has occurred and set forth on Attachment 6 are the details specifying such Default or Event of Default and the action taken or to be taken with respect thereto]. The Borrower hereby further certifies that as of _____, 20__ (the "Computation Date"):

(1) The Total Leverage Ratio on the last day of the Test Period ending on the Computation Date was _____ to 1.00, as computed on Attachment 1 hereto. The Total Leverage Ratio for such period must be less than or equal to _____ to 1.00 pursuant to Section 9.14(a) of the Credit Agreement.

(2) The Senior Leverage Ratio on the last day of the Test Period ending on the Computation Date was _____ to 1.00, as computed on Attachment 2 hereto. The Senior Leverage Ratio for such period must be less than or equal to _____ to 1.00 pursuant to Section 9.14(b) of the Credit Agreement.

(3) The Fixed Charge Coverage Ratio on the last day of the Test Period ending on the Computation Date was _____ to 1.00, as computed on Attachment 3 hereto. The Fixed Charge Coverage Ratio for such period must be greater than or equal to _____ to 1.00 pursuant to Section 9.14(c) of the Credit Agreement.

(4) Capital Expenditures, in the aggregate for the Credit Parties and their respective Subsidiaries, during the 20__ fiscal year were \$ _____ as detailed on Attachment 4 hereto. The Credit Parties may not permit the amount of Capital Expenditures for such fiscal year to exceed \$ _____ pursuant to Section 9.14(d) of the Credit Agreement.

(5) The Interest Coverage Ratio on the last day of the Test Period ending on the Computation Date was _____ to 1.00 as computed on Attachment 5 hereto. The Interest Coverage Ratio for such period must be greater than or equal to _____ to 1.00 pursuant to Section 9.14(e) of the Credit Agreement.

The foregoing information is true, complete and correct as of the Computation Date.

PLANET ORGANIC HOLDING CORP., a New York
corporation

By: _____
Name:
Title:

TOTAL LEVERAGE RATIO

As of _____, 20__ (the "Computation Date")
for the Test Period ending on the
Computation Date (the "Computation Period")

A. Consolidated Total Debt outstanding on the last day of the Computation Period:

(1) Consolidated Total Debt: The outstanding principal amount of all Funded Debt (which, in the case of the Revolving Credit Loans, shall be deemed to equal the average daily amount of the Revolving Credit Loans outstanding for the period of the then-current fiscal quarter of the Borrowers elapsed to such date of determination) \$ _____

B. Consolidated Adjusted EBITDA for the Computation Period: an amount determined for the Parent Guarantor and its Subsidiaries on a consolidated basis equal to:

(1) Consolidated Net Income: the consolidated net income (or deficit) of the Parent Guarantor and its Subsidiaries, after deduction of all expenses, taxes, and other proper charges, determined in accordance with GAAP, after eliminating therefrom all extraordinary nonrecurring items of income for the most recently completed Test Period \$ _____

(2) In each case to the extent reducing Consolidated Net Income for the Computation Period and without duplication:

(a) Consolidated Interest Expense: the sum of, for the Parent Guarantor and its Subsidiaries, determined on a consolidated basis in accordance with GAAP: (a) all interest in respect of Indebtedness (including, without limitation, the interest component of any payments in respect of Capitalized Lease Obligations) accrued or capitalized during such period (whether or not actually paid during such period) plus (b) the net amount payable (or minus the net amount receivable) in respect of Hedging Obligations relating to interest during such period (whether or not actually paid or received during such period)..... \$ _____

(b) Provisions for Taxes based on income..... \$ _____

(c) Total depreciation expense..... \$ _____

(d) Total amortization expense..... \$ _____

(e) Other non-cash charges deducted in arriving at Consolidated Net Income (excluding any such non-cash item to the extent that it represents an accrual or reserve for potential cash items in any future period or amortization of a prepaid cash item that was paid in a prior period) including, without limitation, non-cash compensation expense in respect of stock option plans \$ _____

(f) Fees, costs and expenses incurred in connection with the Transactions in an amount not to exceed U.S.\$[_____] \$ _____

(g) The items set forth on Schedule I of the Credit Agreement... \$ _____

(h) Sum of Item (2)(a) through Item (2)(h)..... \$ _____

(3) Non-cash items increasing Consolidated Net Income for the Computation Period (excluding any such non-cash item to the extent it represents the reversal of an accrual or reserve for a potential cash item in any prior period) \$ _____

(4) Consolidated Adjusted EBITDA for the Computation Period: The sum of Item (1) and Item (2)(h) minus Item (3)..... \$ _____

C. Leverage Ratio on the last day of the Computation Period: The ratio of Item (A)(1) to Item (B)(4)..... _____:1.00

FIXED CHARGE COVERAGE RATIO

As of _____, 20__ (the "Computation Date")
for the Test Period ending on the
Computation Date (the "Computation Period")

- A. Consolidated Adjusted EBITDA for the Computation Period: The amount set forth in Item (B)(4) of Attachment 1 to this Compliance Certificate for the Computation Period..... \$ _____
- B. Consolidated Rental Expense: all cash rental expense of the Parent Guarantor and its Subsidiaries for the most recently completed Test Period, determined on a consolidated basis in accordance with GAAP, incurred under any rental agreements or leases of Real Property, including space leases and ground leases. \$ _____
- C. Consolidated EBITDAR: Item (A) plus Item (B). \$ _____
- D. Consolidated Capital Expenditures for the Computation Period (and not financed other than with proceeds of the equity issued by the Canadian Borrower to the extent permitted by the Credit Agreement): The amount set forth in Item (A) of Attachment 4 of this Compliance Certificate for the Computation Period..... \$ _____
- E. Taxes based on income paid in cash for the Computation Period. \$ _____
- F. Numerator: Item (C) minus Item (D) and Item (E)..... \$ _____
- G. Denominator:
 - (1) Consolidated Interest Expense paid in cash: The amount set forth in Item (B)(1) of Attachment 6 to this Compliance Certificate paid in cash during the Computation Period..... \$ _____
 - (2) Principal payments of Indebtedness \$ _____
 - (3) Consolidated Rental Expense-Item (B) above \$ _____

(4) The sum of Item (D)(1), Item (D)(2) and Item (D)(3)¹ \$ _____

H. Fixed Charge Coverage Ratio: The ratio of Item (F) to item (G)(4): _____ : 1.00

¹ For the fiscal quarter ending March 31, 2008, clause (b) of the Fixed Charge Coverage Ratio shall be the result of (i) the sum, without duplication, of (A) Consolidated Interest Expense paid in cash for the three fiscal quarters ending on such date multiplied by 4/3 plus (B) principal payments of Indebtedness for the three fiscal quarters ending on such date multiplied by 4/3 plus (C) Consolidated Rental Expense for the three fiscal quarters ending on such date; provided that, in the event of a Permitted Acquisition occurs during the Test Period, Consolidated EBITDAR shall be adjusted on a pro forma basis to include Consolidated EBITDAR of the acquired entity or associated with such acquired assets as if such Permitted Acquisition occurred on the first day of such Test Period.

CAPITAL EXPENDITURES

As of _____, 20__ (the "Computation Date")
for the Test Period ending on the
Computation Date (the "Computation Period")

A. Consolidated Capital Expenditures for the Computation Period: the sum of, without duplication, all expenditures made, directly or indirectly, by the Parent Guarantor and its Subsidiaries during such period, determined on a consolidated basis in accordance with GAAP, that are or should be reflected as additions to property, plant or equipment or similar items reflected in the consolidated statement of cash flows of the Parent Guarantor and its Subsidiaries, or have a useful life of more than one year; provided, however, that solely for the purposes of demonstrating compliance with Section 9.14(d) of the Credit Agreement, Consolidated Capital Expenditures shall not include expenditures made to consummate Permitted Acquisitions during the Test Period.....

\$ _____

Attachment 6
(to / /
Compliance Certificate)

DETAILS SPECIFYING DEFAULT OR EVENT OF DEFAULT
AND THE ACTION TAKEN OR TO BE TAKEN WITH RESPECT THERETO²

² This attachment is to be used if a Default or Event of Default is occurring or continuing during the time that the Compliance Certificate is completed.

EXHIBIT I

FORM OF NOTICE OF BORROWING

Ares Capital Corporation
as Administrative Agent
280 Park Avenue, 22nd Floor East
New York, NY 10017
Attn: Michael Arougheti, Managing Director

Ladies and Gentlemen:

This Notice of Borrowing is delivered to you as of _____, 20__ pursuant to Section 2.03 of the Amended and Restated Term Loan Agreement, dated as of July 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among PLANET ORGANIC HEALTH CORP., an Alberta corporation (the "*Parent Guarantor*"), its Subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.10 of the Credit Agreement, PLANET ORGANIC HOLDING CORP., a New York corporation (the "*Borrower*" and a guarantor thereunder), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), 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*" and together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

(1) The Borrower hereby requests that on _____, 20__, a Term B Loan be made in the aggregate principal amount of _____ (\$ _____) as [a][an] [ABR Loan][LIBOR Loan with an initial Interest Period ending on (but excluding) _____, 20__].

(2) The Borrower hereby acknowledges that, pursuant to Section 6.01(a) of the Credit Agreement, as of the acceptance by the Borrower of the proceeds of the Credit Event requested hereby constitute a representation and warranty by the Borrower that, on the date of such Credit Event (both immediately before and after giving effect thereto and to the application of the proceeds thereof) all the statements set forth in Section 6.01(a) of the Credit Agreement are true and correct.

(3) The Borrower agrees that if, prior to the time of the Borrowing requested hereby, any matter certified to herein by it will not be true and correct in all respects at the date of such Borrowing[s] as if then made, it will immediately so notify the Administrative Agent. Except to the extent, if any, that prior to the time of the Borrowing requested hereby, the Administrative

Agent shall receive written notice to the contrary from the Borrower, each matter certified to herein shall be deemed to be certified as true and correct at the date of such Borrowing.

(4) Please wire transfer the proceeds of the Borrowing to the following account and financial institution:

Bank Name: [_____]

Bank Address: [_____]

Account Name: [_____]

Account No.: [_____]

ABA No.: [_____]

Attention: [_____]

[Remainder of page left intentionally blank.]

The Borrower has caused this Notice of Borrowing to be executed and delivered as of the date first written above.

PLANET ORGANIC HOLDING CORP.,
the Borrower

By: _____
Name: _____
Title: _____

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EXHIBIT J

FORM OF NOTICE OF CONVERSION OR CONTINUATION

[Borrower's Letterhead]

Ares Capital Corporation
as Administrative Agent
280 Park Avenue, 22nd Floor East
New York, NY 10017
Attn: Michael Arougheti, Managing Director

Ladies and Gentlemen:

This Notice of Conversion or Continuation is delivered to you pursuant to Section 2.06 of the Amended and Restated Term Loan Agreement, dated as of November 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among PLANET ORGANIC HEALTH CORP., an Alberta corporation (the "*Parent Guarantor*"), its Subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.10 of the Credit Agreement, PLANET ORGANIC HOLDING CORP., a New York corporation (the "*Borrower*" and a guarantor thereunder), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), 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*" and together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

The Borrower hereby requests that on _____, 20__

1. \$ _____ .00 of the currently outstanding principal amount of the Term B Loans originally made on _____, 20__,
2. all currently being maintained as [ABR][LIBOR] Loans,
3. be [converted into][continued as],
4. [ABR Loans] [LIBOR Loans with an Interest Period ending on (but excluding) _____, 20__].

The Borrower has caused this Notice of Conversion or Continuation to be executed and delivered by its duly Authorized Officer this ___ day of _____, 20__.

PLANET ORGANIC HOLDING CORP.,
the Borrower

By: _____
Name:
Title: