

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **December 22, 2005**

B&G Foods, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32316
(Commission
File Number)

13-3918742
(IRS Employer
Identification No.)

Four Gatehall Drive, Suite 110, Parsippany, New Jersey
(Address of Principal Executive Offices)

07054
(Zip Code)

Registrant's telephone number, including area code: **(973) 401-6500**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On December 22, 2005, Bloch & Guggenheimer, Inc. ("Bloch & Guggenheimer"), an indirect, wholly-owned subsidiary of B&G Foods, Inc. (the "Company"), and Mott's LLP ("Mott's"), a Cadbury Schweppes Americas Beverages company, entered into an Asset Purchase Agreement. Pursuant to the terms of the Asset Purchase Agreement, Bloch & Guggenheimer has agreed to purchase the Grandma's Molasses brand from Mott's for a purchase price of \$30 million in cash and certain assumed liabilities.

In connection with Bloch & Guggenheimer's entry into the Asset Purchase Agreement, the Company, on December 22, 2005, entered into the Third Amendment (the "Third Amendment") to the Revolving Credit Agreement, dated as of October 14, 2004, between the Company, as borrower, the several lenders from time to time parties thereto, Lehman Brothers Inc., as arranger, The Bank of New York, as documentation agent, Bank of America, N.A. (successor by merger to Fleet National Bank), as syndication agent and Lehman Commercial Paper Inc., as administrative agent, as amended by the First Amendment, dated as of March 30, 2005, and by the Second Amendment, dated as of September 9, 2005 (as amended by the First Amendment and the Second Amendment, the "Credit Agreement").

The Third Amendment, the effectiveness of which is subject to the closing of the Grandma's Molasses acquisition and other customary closing conditions, provides for, among other things, a new \$25 million term loan and a reduction in the existing revolving credit facility commitments from \$30 million to \$25 million.

The Third Amendment also extends the maturity date of the revolving credit facility from October 14, 2009 to the fifth anniversary of the effective date of the Third Amendment. The Third Amendment also increases the Company's maximum permitted Consolidated Leverage Ratio and Consolidated Senior Leverage Ratio (each as defined in the Credit Agreement). As amended by the Third Amendment, the Credit Agreement provides that the Company shall not permit:

- the Consolidated Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Company ending with any fiscal quarter, commencing with the fiscal quarter ending December 31, 2005, to exceed 6.50 to 1.00, or
- the Consolidated Senior Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Company ending with any fiscal quarter commencing with the fiscal quarter ending December 31, 2005, to exceed 4.00 to 1.00.

Interest under the term loan will be determined based on alternative rates as stipulated in the Credit Agreement, including the base lending rate per annum plus an applicable margin of 1.75%, and LIBOR plus an applicable margin of 2.75%. As with the existing revolving credit facility, the term loan will

be secured by substantially all of the Company's assets except the Company's real property. The term loan will mature on the fifth anniversary of the effective date of the Third Amendment.

The Company intends to use the proceeds of the term loan together with cash on hand to fund the acquisition of the Grandma's Molasses brand and to pay related transaction fees and expenses.

Subject to the satisfaction of customary closing conditions set forth in the Asset Purchase Agreement and the Third Amendment, the Company expects the acquisition of the Grandma's Molasses brand to close in January 2006.

Copies of the Asset Purchase Agreement and the Third Amendment are filed herewith as Exhibits 10.1 and 10.2, respectively. A copy of the press release issued by the Company on December 22, 2005 to announce the foregoing is filed herewith as Exhibit 99.1.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of Registrant.

The disclosure under Item 1.01 of this Current Report on Form 8-K relating to the Third Amendment is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- | | |
|------|---|
| 10.1 | Asset Purchase Agreement, dated as of December 22, 2005, between Mott's LLP and Bloch & Guggenheimer, Inc. |
| 10.2 | Third Amendment, dated as of December 22, 2005, to Revolving Credit Agreement, among B&G Foods, Inc., as Borrower, Lehman Commercial Paper, Inc., as Administrative Agent, and the Lenders parties thereto. |
| 99.1 | Press Release dated December 22, 2005. |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

B&G FOODS, INC.

Dated: December 29, 2005

By: /s/ Robert C. Cantwell
Robert C. Cantwell
Executive Vice President of Finance and
Chief Financial Officer

Exhibit Index

Exhibit Number	Description
10.1	Asset Purchase Agreement, dated as of December 22, 2005, between Mott's LLP and Bloch & Guggenheimer, Inc.
10.2	Third Amendment, dated as of December 22, 2005, to Revolving Credit Agreement, among B&G Foods, Inc., as Borrower, Lehman Commercial Paper, Inc., as Administrative Agent, and the Lenders parties thereto.
99.1	Press Release dated December 22, 2005.

ASSET PURCHASE AGREEMENT,

dated as of December 22, 2005,

between

MOTT'S LLP

and

BLOCH & GUGGENHEIMER, INC.

relating to the

purchase and sale of certain assets

of the

GRANDMA'S MOLASSES BUSINESS

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 22, 2005 (the “**Agreement**”), between Mott’s LLP, a Delaware limited liability partnership (the “**Seller**”), and Bloch & Guggenheimer, Inc., a Delaware corporation (the “**Buyer**”).

WHEREAS, the Seller is engaged, in part, in the business (the “**Business**”) of developing, manufacturing, marketing, distributing and selling molasses products, including molasses products under the “GRANDMA’S” brand name (the “**Brand**”); and

WHEREAS, the parties desire that the Seller sell, assign, transfer, convey and deliver to the Buyer, and that the Buyer purchase, acquire and accept from the Seller, all of the right, title and interest of the Seller in and to the Purchased Assets (as hereinafter defined), and that the Buyer assume the Assumed Liabilities (as hereinafter defined), in each case upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.1.

“**Action**” shall mean any civil, criminal, judicial or other action, claim, suit, citation, subpoena, litigation, proceeding, arbitral action, governmental audit, criminal prosecution, inquiry, investigation, charge or complaint.

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“**Ancillary Agreements**” means the Bill of Sale, the Assumption Agreement, the Intellectual Property Assignments, the Transition Services Agreement, the Manufacturing Agreement and the other agreements, instruments and documents delivered at the Closing.

“**Business Customer Information**” means any Customer Information that relates to the Business.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which banks located in New York City, New York are authorized or required by Law to close.

“**Business Information**” means all business information, books, files and records (or portions thereof) which are currently used principally in connection with the Business or are necessary to conduct the Business as presently conducted, including any advertising, marketing and sales plans and programs, financial data, customer lists and supplier lists.

“**Business Intellectual Property**” means all of the Seller’s rights, title and interest in, to and under Intellectual Property that is used principally in connection with conduct of the Business as currently conducted, including the Intellectual Property set forth on Section 3.8(a) of the Seller Disclosure Schedule.

“**Code**” means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder.

“**Confidentiality Agreement**” means the Confidentiality Agreement executed by Buyer on September 29, 2005.

“**Contract**” means any agreement, contract, commitment or arrangement, whether oral or written, to which the Seller or an Affiliate of the Seller is a party or is bound and which relates principally to the Business.

“**Copyrights**” means copyrights (whether registered or unregistered) and any registrations and applications therefor.

“**Credit Agreement Amendment**” means that certain Third Amendment, dated as of the date hereof, to Revolving Credit Agreement, among B&G Foods, Inc., as Borrower, Lehman Commercial Paper, Inc., as Administrative Agent, and the Lenders parties thereto.

“**Customer Information**” means all customer lists, customer contact information, customer correspondence and customer licensing and purchasing histories, customer preferences and all other confidential or proprietary information or data relating to current and former customers.

“**Domain Name**” means an alphanumeric string, such as *www.ABC.com*, that is an address of a computer network connection and any registrations therefor.

“**Governmental Entity**” means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state or local government or foreign, international, multinational or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof.

“**Indemnitee**” means any Person that is seeking indemnification from an Indemnitor pursuant to the provisions of this Agreement.

“Indemnitor” means any party to this Agreement from which any Indemnitee is seeking indemnification pursuant to the provisions of this Agreement.

“Intellectual Property” means (a) (i) Technology, (ii) Patents, (iii) Trademarks, (iv) Copyrights, (v) Domain Names; and (vi) licenses for the Intellectual Property listed in items (i) — (v) above, if any, (b) pending applications to register or otherwise obtain legal protection for any of the foregoing, (c) rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing, (d) rights of priority under national laws and international conventions with respect to any of the foregoing and (e) rights to sue with respect to past and future infringements of any of the foregoing.

“Inventory” means all of the Business’ raw materials, finished goods, packaging materials, supplies and other inventories.

“Knowledge of the Seller” or any similar phrase means the current actual knowledge of the persons identified by name, title and functional responsibility on Section 1.1(a) of the Seller Disclosure Schedule.

“Law” means any statute, law, ordinance, rule or regulation of any Governmental Entity.

“Liabilities” means liabilities, obligations, indebtedness, claims, deficiencies, guarantees, endorsements or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, claim, option, security interest, hypothecation or any other encumbrance or right of third parties in respect of such property or asset, whether voluntarily incurred or arising by operation of Law, including any agreement to give any of the foregoing in the future.

“Material Adverse Effect” means any adverse change or effect that, individually or when taken together with all other such adverse changes or effects that have occurred during the period in question, is materially adverse to (i) the Business, the Purchased Assets or the results, operation or condition of the Business (financial or otherwise), taken as a whole or (ii) the ability of the Seller to consummate the transactions contemplated hereby, other than, in the case of clause (i) any such change or effect relating to (a) the United States economy in general, (b) the molasses industry in general (provided that such change or effect does not affect the Business or the Brand disproportionately relative to other businesses or brands in the molasses industry), (c) any new outbreak of hostilities involving the United States, any declaration of war by the United States Congress or any acts of terrorism involving the United States or (d) the

announcement of the transactions contemplated by this Agreement, including with respect to the identity of the Buyer.

“Order” means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental Entity of competent jurisdiction.

“Organizational Documents” means, with respect to any entity, the certificate of incorporation, the articles of incorporation, by-laws, articles of organization, partnership agreement, limited liability company agreement, formation agreement, joint venture agreement or other similar organizational documents of such entity (in each case, as amended through the date of this Agreement).

“Patents” means patents (including all provisionals, reissues, divisions, continuations, continuations-in-part and extensions thereof) and patent applications.

“Permit” means any authorization, approval, consent, certificate, license, permit or franchise of or from any Governmental Entity or pursuant to any Law.

“Permitted Liens” means (a) statutory Liens for current Taxes that are not yet due and payable or that the validity of which are being contested in good faith by appropriate proceedings, (b) statutory Liens of workers’, carriers’, materialmens’, suppliers’ and mechanics’ or other like Liens incurred in the ordinary course of business and not yet due and payable or the validity of which are being contested in good faith by appropriate proceedings, (c) other Liens which in the aggregate do not materially interfere with the present use, or affect the value, of the properties they affect, (d) Liens that will be released prior to or as of the Closing as set forth on Section 1.1(b) of the Disclosure Schedule, (e) Liens that will not be released prior to or as of the Closing as set forth on Section 1.1(c) of the Disclosure Schedule, (f) Liens arising under this Agreement or the Ancillary Agreements and (g) Liens created by or through the Buyer.

“Person” means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

“Tax” or **“Taxes”** means all federal, state, provincial, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, personal and real property, withholding, excise, production, transfer, alternative minimum, value added, occupancy and other taxes (including any interest, penalty or addition thereto).

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Technology” means trade secrets, inventions, confidential and proprietary information, know-how, formulae and processes.

“Trademarks” means trademarks, service marks, trade names, trade dress, brand names, logos (whether registered, unregistered or existing at common law, including all goodwill attaching thereto) and any registrations and applications therefor.

“**Transfer Taxes**” means sales, use, transfer, real property transfer, recording, documentary, stamp, registration and stock transfer Taxes and any similar Taxes.

“**U.S. Business Intellectual Property**” means all of Business Intellectual Property that is used in connection with conduct of the Business in the United States as currently conducted.

“\$” means United States dollars.

1.2 Other Defined Terms. The following terms have the meanings assigned to such terms in the Sections of the Agreement set forth below:

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Applicable Survival Period	8.1(c)
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Purchased Assets	2.1
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Returned Products	2.3(e)
Section 1060 Forms	2.8
Seller	Preamble
Seller Closing Certificate	6.2(c)
Seller Disclosure Schedule	Preamble to Article III
Seller Disclosure Schedule Supplement	5.2(b)
Seller Indemnitees	8.3(a)
Seller’s Deductions	5.14(a)
Third Party Claim	8.4(a)
Third Party Defenses	8.4(b)
Transition Services Agreement	2.7(a)(iv)
U.S. Registered Business Intellectual Property	3.8(b)

1.3 Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (b) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (c) the terms “hereof”, “herein”, “hereunder”, “hereby” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) when a reference is made in this Agreement to an Article, Section, paragraph, Exhibit or Schedule, such reference is

to an Article, Section, paragraph, Exhibit or Schedule to this Agreement unless otherwise specified; (e) the word “include”, “includes”, and “including” when used in this Agreement shall be deemed to incorporate the words “without limitation”, unless otherwise specified; (f) a reference to any party to this

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell, assign, transfer, convey and deliver, to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clean of all Liens, other than Permitted Liens. For purposes of this Agreement, the "**Purchased Assets**" shall mean all of the Seller's right, title and interest in, to and under the following:

- (a) all Business Intellectual Property and Business Customer Information;
- (b) the Contracts set forth on Section 2.1(b) of the Seller Disclosure Schedule (the "**Assigned Contracts**");
- (c) all Business Information; provided that, subject to Section 5.3, the Seller shall be entitled to retain copies of any Business Information;
- (d) the Equipment set forth on Section 2.1(d) of the Seller Disclosure Schedule (the "**Assigned Equipment**");
- (e) all Returned Products;
- (f) all goodwill of the Business as a going concern; and

(g) any refunds or credits (including interest thereon or claims therefore) with respect to any Taxes to the extent that the Taxes being refunded are an Assumed Liability.

2.2 Excluded Assets. Notwithstanding anything to the contrary herein, the Seller shall not sell, assign, transfer, convey or deliver to the Buyer, and the Buyer shall not purchase, acquire or accept delivery or have any rights to purchase, acquire or accept, delivery of any assets of the Seller (the "**Excluded Assets**") other than those specifically

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set forth in Section 2.1. Without limiting the generality of the foregoing sentence the following shall constitute Excluded Assets:

- (a) all of the Business' cash and cash equivalents, including bank deposits, investments in so-called "money market" funds, commercial paper funds, certificates of deposit, Treasury bills and accrued interest thereon, in each case, to the extent on hand on the Closing Date;
- (b) all accounts receivables and other receivables or rights to payment of the Business arising prior to the Closing Date;
- (c) except as contemplated by the Manufacturing Agreement, all Inventory;
- (d) all real property owned, leased or otherwise used by the Seller;
- (e) except for Assigned Equipment or as otherwise provided in the Manufacturing Agreement, all machinery, vehicles, computers, furniture, fixtures and equipment and related supplies, accessories, materials and parts (collectively, "**Equipment**") owned, leased or used by the Seller, including all machinery, vehicles, computers, furniture, fixtures and equipment and related supplies used by the Seller in the operation of the Business or the manufacture of the Business' products;
- (f) all Contracts to which the Seller is a party other than the Assigned Contracts;
- (g) all Permits owned or used by the Seller;
- (h) except as provided in Section 2.1(g), any refunds or credits (including interest thereon or claims therefore) with respect to any Taxes relating to the Business or the Purchased Assets for any period or portion thereof ending on or before the Closing Date;
- (i) any Contracts of insurance in respect of the Business and all rights thereunder; and
- (j) any Universal Product Code number used by the Seller; provided, however, that the Seller consents to the Buyer (i) manufacturing finished goods inventory containing the Universal Product Code number used by the Seller in connection with the Business' products until the eighteen (18) month anniversary of the Closing Date, (ii) selling any finished goods inventory existing as of the Closing Date or manufactured prior to the eighteen (18) month anniversary of the Closing Date pursuant to clause (i), (iii) using any packaging existing as of the Closing Date or manufactured prior to the eighteen (18) month anniversary of the Closing Date pursuant to clause (i), and (iv) reselling any inventory that is returned prior to the eighteen (18) month anniversary of the

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Closing Date which contains the Universal Product Code number used by the Buyer in connection with the Business' products.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth herein, at the Closing the Buyer shall assume from the Seller (and thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms, subject to any defenses or claimed offsets asserted by

the Buyer in good faith against the Person to whom such Liabilities are owed), and the Seller shall irrevocably transfer and assign to the Buyer, only the following Liabilities of the Seller (collectively, the “**Assumed Liabilities**”):

- (a) all Liabilities which arise on account of the operation of the Business, the use of the Purchased Assets and/or sale of any products manufactured and/or sold by the Buyer or the Business (including products using the Brand) on or after the Closing Date, except to the extent any Liability relates to or arises out of any fact, event or circumstance that constitutes a breach of Seller’s representations, warranties, covenants or agreements under this Agreement or the Manufacturing Agreement (without regard to any survival limitations hereunder);
- (b) all Taxes related to the Business attributable to taxable periods or portions thereof beginning on or after the Closing Date;
- (c) all Liabilities under the Assigned Contracts to the extent related to performance following the Closing Date, other than any Liability arising as a result of a breach thereof by Seller or its Affiliates prior to the Closing Date;
- (d) all Liabilities (i) for returns in the ordinary course of business consistent with past practice of the Business’ products received after the Closing Date for products sold prior to the Closing Date and (ii) for returns of the Business’ products received after the Closing Date for products sold on or after the Closing Date (all such returned products, the “**Returned Products**”); and
- (e) the Liabilities set forth in Section 5.16.

2.4 **Excluded Liabilities.** Except as expressly provided in Section 2.3 or elsewhere in this Agreement, the Buyer shall not assume any Liabilities relating to the Business, the Purchased Assets or the Seller. All such Liabilities including the following liabilities are, and shall remain, the Liabilities of the Seller (collectively, the “**Excluded Liabilities**”):

- (a) all Liabilities arising out of or relating to the Excluded Assets;
- (b) all Liabilities of the Seller that do not arise out of or are not related to the Business;
- (c) all trade payables of the Seller;

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- (d) all Liabilities for coupons dropped on or before the Closing Date (regardless of when such coupon is or was redeemed);
- (e) all Liabilities related to (i) Taxes of the Seller and (ii) any other Taxes related to the Business attributable to taxable periods or portions thereof ending on or prior to the Closing Date;
- (f) all Liabilities for commissions and sales incentives payable to brokers or other representatives for periods through (but not including) the Closing Date;
- (g) all Liabilities arising out of or incurred in connection with the negotiation, preparation and execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants and other experts;
- (h) all Liabilities for product liability claims for products sold by the Seller prior to the Closing Date;
- (i) all Liabilities for infringement by the Seller of any Intellectual Property rights of any Person;
- (j) all Liabilities of the Seller for environmental matters; and
- (k) all Liabilities expressly retained or agreed to be discharged by Seller pursuant to this Agreement.

2.5 **Purchase Price.** The aggregate consideration to be paid by the Buyer to the Seller for the Purchased Assets (the “**Purchase Price**”) shall be (i) Thirty Million Dollars (\$30,000,000) (the “**Cash Consideration**”) plus (ii) the assumption of the Assumed Liabilities.

2.6 **Closing Date.** The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York at 10:00 a.m. on January 4, 2006, or on such other date or at such other time and place as may be mutually agreed upon by the parties. The date on which the Closing occurs is referred to in this Agreement as the “**Closing Date**”. For purposes of this Agreement, the Closing will be treated as if it occurred at 12:01 a.m. on the Closing Date.

2.7 **Closing Deliveries.**

- (a) Deliveries by the Seller at the Closing. At the Closing, the Seller shall deliver to the Buyer the following:
 - (i) a bill of sale, substantially in the form of Exhibit A hereto (the “**Bill of Sale**”), duly executed the Seller;

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- (ii) an assumption agreement, substantially in the form of Exhibit B hereto (the “**Assumption Agreement**”), duly executed by the Seller;
- (iii) intellectual property assignments in a form to be agreed by the Seller and the Buyer (the “**Intellectual Property Assignments**”), duly executed by the Seller;

- (iv) a transition services agreement, substantially in the form of Exhibit D hereto (the “**Transition Services Agreement**”), duly executed by the Seller;
 - (v) a contract manufacturing agreement, substantially in the form of Exhibit E hereto (the “**Manufacturing Agreement**”), duly executed by the Seller;
 - (vi) the Seller Closing Certificate; and
 - (vii) the consents, certificates and other documents required by Section 6.2, each in a form reasonably satisfactory to the Buyer and such other good and sufficient instruments of transfer as the Buyer reasonably deems necessary and appropriate to vest in the Buyer all right, title and interest in, to and under the Purchased Assets, free and clear of all Liens, other than Permitted Liens.
- (b) Deliveries by the Buyer at the Closing. At the Closing, the Buyer shall deliver to the Seller the following:
- (i) an amount in cash equal to the Cash Consideration, by wire transfer of immediately available funds to the account designated in writing by the Seller to the Buyer at least two (2) Business Days prior to the Closing Date;
 - (ii) the Bill of Sale, duly executed by the Buyer;
 - (iii) the Assumption Agreement, duly executed by the Buyer;
 - (iv) the Intellectual Property Assignments, duly executed by the Buyer;
 - (v) the Transition Services Agreement, duly executed by the Buyer;
 - (vi) the Manufacturing Agreement, duly executed by the Buyer;
 - (vii) the Buyer Closing Certificate; and
 - (viii) the consents, certificates and other documents required by Section 6.3, each in a form reasonably satisfactory to the Seller.

2.8 Allocation. The Buyer and the Seller shall agree, promptly following the Closing Date, as to the allocation of the Purchase Price for Tax purposes among the Purchased Assets and the covenant not to compete (described in Section 5.20), such allocation to be made pursuant to Section 1060 of the Code and any other applicable Tax Laws (as the same may be revised pursuant to the following sentence, the “**Allocation Statement**”). Except as otherwise required by Law, the Buyer and the Seller shall file all Tax Returns (such as IRS Form 8594 or any other forms or reports required to be filed pursuant to Section 1060 of the Code or any comparable provisions of Law (the “Section 1060 Forms”)) in a manner that is consistent with the Allocation Statement and refrain from taking any action inconsistent therewith and shall notify the other party if any taxing authority challenges the allocation set forth in the Allocation Statement. The Buyer and the Seller shall cooperate in the preparation of the Section 1060 Forms and file such the Section 1060 Forms timely and in the manner required by applicable Law. The Buyer and the Seller agree to treat any payments made pursuant to the indemnification provisions of this Agreement as an adjustment to the Purchase Price for Tax purposes.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that each statement contained in this Article III, subject and giving effect to the disclosure schedule accompanying this Agreement, which is attached to this Agreement and is designated therein as being the “seller disclosure schedule” (the “**Seller Disclosure Schedule**”), is true and correct as of the date hereof. Each section of the Seller Disclosure Schedule shall be deemed to incorporate by reference all information disclosed in any other section of the Seller Disclosure Schedule so long as the nature of the exception is readily apparent from the text of such disclosure.

3.1 Organization and Good Standing. The Seller is a limited liability partnership duly organized, validly existing and in good standing under the Laws of the State of Delaware, has all requisite power to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Authority and Enforceability. The Seller has the requisite power and authority to enter into this Agreement and each of the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Seller of this Agreement and each of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and, when executed and delivered by the Seller,

each of the Ancillary Agreements will be duly executed and delivered by the Seller. Assuming due authorization, execution and delivery by the Buyer and each other party thereto, this Agreement constitutes, and, when executed and delivered by the Seller, each of the Ancillary Agreements will constitute, the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors’ rights generally and (b) the availability of injunctive relief and other equitable remedies.

3.3 No Conflicts; Consents.

(a) The execution and delivery of this Agreement and the Ancillary Agreements by the Seller does not, and the consummation of the transactions contemplated hereby and thereby (in each case, with or without the giving of notice or lapse of time, or both) will not, (i) violate or conflict with the provisions of any of the Organizational Documents of the Seller, (ii) violate, breach or constitute a default under, or result in the termination, cancellation or acceleration of any term or provision of (A) the Assigned Contracts or (B) any other Contract to which the Seller or any of its Affiliates is a party or by which the Purchased Assets are bound, (iii) violate or conflict with any Law, Permit or Order applicable to the Seller on the date hereof, or (iv) result in the creation of any Liens upon any of the Purchased Assets (other than any Permitted Lien), except in the case of clause (ii)(B) where such violation, breach, default, termination, cancellation or acceleration would not reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth in Section 3.3(b) of the Seller Disclosure Schedule, no material Permit or Order of, registration, declaration or filing with, or notice to, or authorization, clearance, consent or approval of, any Governmental Entity or any other Person is required to be made or obtained by the Seller in connection with the execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby.

3.4 Financial Data.

(a) Section 3.4(a)(i) of the Seller Disclosure Schedule contains true and complete copies of certain historical financial data of the Business for each of the 2003 and 2004 fiscal years and the eleven periods ended November 6, 2005, including any notes related thereto (collectively, the “**Financial Data**”). The Financial Data (A) has (i) in the case of the financial data related to the 2003 and 2004 fiscal years, been prepared in accordance with United Kingdom generally accepted accounting principles (“**GAAP**”) applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and under the Seller’s accounting principles, methodologies and policies set forth on Section 3.4(a)(ii) of the Seller Disclosure Schedule (the “**Accounting Principles**”) applied on a consistent basis throughout the periods involved (except as may be indicated on Section 3.4(a)(ii) of the Seller Disclosure Schedule) and (ii) in the case of the financial data related to the eleven periods

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ended November 6, 2005, been prepared in accordance with International Financial Reporting Standards (except as may be indicated in the notes thereto) and under the Accounting Principles and (B) is in all material respects consistent with the Business’ books and records. Each item set forth in the Financial Data fairly presents in all material respects the financial information contemplated by such item as of the respective dates and for the respective periods thereof. Notwithstanding the foregoing, the Financial Data is qualified by the fact that the Business has not been operated as a separate “stand-alone” entity within the Seller’s organization. As a result, the Business has received certain allocated charges as specifically identified in the notes to the Financial Data. Such charges, while believed by the Seller to be reasonable, do not necessarily reflect the amounts which would have resulted from arms-length transactions. In addition, in order to present stand-alone financial data for the Business, a number of significant assumptions regarding the basis of presentation have been made, all of which are believed by the Seller to be reasonable.

(b) The Seller does not make any representations or warranties with respect to any financial information for the Business delivered to the Buyer other than as specifically set forth in this Section 3.4. The Seller makes no other representations or warranties with respect to the financial information presented in the Financial Data.

3.5 Taxes. Except as disclosed in Section 3.5 of the Seller Disclosure Schedule, the Seller has filed or will have filed on a timely basis all material Tax Returns required to be filed by it with respect to the Business, and the Seller has or will have timely paid all such Taxes shown thereon to be due. None of the Purchased Assets is subject to any Lien in favor of the United States pursuant to Section 6321 of the Code for nonpayment of Taxes, or any lien in favor of any state, provincial or locality pursuant to any comparable provision of state, provincial or local Law, under which transferee liability might be imposed upon the Buyer as a buyer of such Purchased Assets pursuant to Section 6323 of the Code or any comparable provision of state, provincial or local Law.

3.6 Compliance with Law.

(a) The Business is in compliance with all Laws to which the Business is subject, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect. The Seller has not received any notice of any claim of a violation of any Law to which the Business is subject, except for such matters that would not reasonably be expected to have a Material Adverse Effect.

(b) To Knowledge of the Seller, except as disclosed in Section 3.6(b) of the Seller Disclosure Schedule, (i) each of the Business’ products that is subject to the Federal Food Drug and Cosmetic Act (the “**FFDCA**”), is manufactured and sold in compliance with all applicable requirements under the FFDCA and similar laws in any domestic or foreign jurisdiction and (ii) none of the Business’ products is adulterated or misbranded within the meaning of the FFDCA or any pure food laws or ordinances of any state, province or city to which such articles are shipped or to be shipped, except in

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the case of clauses (i) and (ii), where such failure to comply would not reasonably be expected to have a Material Adverse Effect

3.7 Title to Purchased Assets.

(a) The Seller has good title to, or a valid interest in, all of the Purchased Assets, free and clear of all Liens, other than Permitted Liens. This Agreement and the instruments of transfer to be executed and delivered pursuant hereto will vest in the Buyer title to all of the Purchased Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Seller owns all Business Customer Information free and clear of all Liens, other than Permitted Liens. Other than any rights which the Seller’s current or former customers may have in and to such Business Customer Information, no Person other than the Seller and its Affiliates possesses any rights with respect to the use of the Business Customer Information.

(c) This Section 3.7 does not relate to Intellectual Property, such items being the subject of Section 3.8.

3.8 Intellectual Property.

(a) Section 3.8(a) of the Seller Disclosure Schedule sets forth a complete and accurate list of all Intellectual Property owned by the Seller or its Affiliates that (i) is used or held for use principally in connection with the conduct of the Business as currently conducted and (ii) is registered or subject to an application for registration (such scheduled Intellectual Property, the “**Registered Business Intellectual Property**”).

(b) Except as set forth on Section 3.8(b) of the Seller Disclosure Schedule, all of the Registered Business Intellectual Property which is U.S. Business Intellectual Property (the “**U.S. Registered Business Intellectual Property**”) is valid and in full force, is in the name of the Seller and is not the subject of any cancellation or reexamination proceeding, and all necessary registration, maintenance and renewal fees required to be paid as of the date hereof have been paid, and all necessary documents required to be filed as of the date hereof have been filed, with the U.S. Patent and Trademark Office for the purposes of maintaining such registrations. Except as set forth on Section 3.8(b) of the Seller Disclosure Schedule, there are no actions that would otherwise have to be taken by the Seller within 60 days of the date hereof, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates for the purposes of maintaining any rights in any U.S. Registered Business Intellectual Property.

(c) Except as set forth on Section 3.8(c) of the Seller Disclosure Schedule, the U.S. Business Intellectual Property constitutes all of the material intellectual property necessary for the conduct of the Business in the United States as currently conducted. Except as set forth on Section 3.8(c) of the Seller Disclosure

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Schedule, the Seller owns, is licensed or otherwise has the right to use all U.S. Business Intellectual Property. Except as set forth on Section 3.8(c) of the Seller Disclosure Schedule, (i) the U.S. Business Intellectual Property that is owned by the Seller is held free and clear of all Liens, other than Permitted Liens; (ii) no proceedings have been instituted, are pending or, to the Knowledge of the Seller, threatened, which challenge the rights of the Seller in or the validity or enforceability of the U.S. Business Intellectual Property, and, to the Knowledge of the Seller, there is no basis for such a challenge; (iii) to the Knowledge of the Seller, neither the use of the U.S. Business Intellectual Property nor the conduct of the Business as currently conducted infringes, dilutes, misappropriates or otherwise violates in any material respect the intellectual property rights of any Person and no claim has been made, notice given, or dispute arisen to that effect; and (iv) the Seller has not made any claim of a violation, infringement, misuse or misappropriation by any Person, of their rights to, or in connection with, the U.S. Business Intellectual Property and, to the Knowledge of the Seller, there is no basis for such a claim.

(d) Except as set forth in Section 3.8(d) of the Seller Disclosure Schedule, the Seller has not permitted or licensed any Person to use any Business Intellectual Property owned by the Seller.

(e) The Seller has not entered into any licenses, sublicenses, consents and other agreements (whether written or otherwise), other than licenses for “off the shelf” commercially available software programs, pertaining to (i) any Intellectual Property that is material to and used in the conduct of the Business, or (ii) by which the Seller or any Affiliate licenses or otherwise authorizes a Person to use any Business Intellectual Property.

(f) The representations and warranties contained in this Section 3.8 are the Seller’s sole representations and warranties with respect to intellectual property matters.

3.9 Absence of Certain Changes or Events. Except as set forth in Section 3.9 of the Seller Disclosure Schedule, during the period from November 4, 2005 until the date of this Agreement, (a) the Business has been conducted, in all material respects, in the ordinary course of business consistent with past practice and (b) no event or change has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect.

3.10 Assigned Contracts. The Seller has furnished or made available to the Buyer a true and correct copy of the Assigned Contracts. Each of the Assigned Contracts is valid and enforceable in accordance with its terms and (i) the Seller is not (with or without the giving of notice or lapse of time, or both) in default, and, to the Knowledge of the Seller, no other party is in default under any of the Assigned Contracts, (ii) there is no written claim of default by either party in the performance, observance or fulfillment of any obligation, covenant or condition contained in any of the Assigned Contracts and (iii) no event, act or omission has occurred that (with or without the giving of notice or lapse of time, or both) would constitute a default by the Seller or, to the Knowledge of the

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Seller, any other party under any of the Assigned Contracts, or would permit modification, acceleration, or termination of any of the Assigned Contracts, or result in the creation of any Lien on any of the Purchased Assets, other than a Permitted Lien, in each case, except where such default, claim, event, act or omission would not reasonably be expected to have a Material Adverse Effect. Other than the Assigned Contracts and Contracts for the procurement of raw materials and supplies, there are no other Contracts to which the Seller is a party or by which the Seller is bound that principally relates to the operation of the Business.

3.11 Litigation; Orders. Except as set forth on Section 3.11 of the Seller Disclosure Schedule:

(a) There is no Action pending or, to Knowledge of the Seller, threatened, against the Seller which (i) challenges or seeks to enjoin, alter or materially delay the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or (ii) would reasonably be expected to have a Material Adverse Effect. There is no material unsatisfied judgment, penalty, award or Order against the Seller.

(b) The Seller is in compliance with each Order entered, issued or rendered by any Governmental Entity to which the Seller is subject and the Seller has not received any written notice of any claim of a violation of any Order, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect.

3.12 Product Liability; Product Recall.

(a) Except as set forth in Section 3.12(a) of the Seller Disclosure Schedule, the Seller does not know nor have any reason to know of any claim in the last thirty-six (36) months based on any product liability or warranty in connection with the Business other than consumer complaints in the ordinary course of business which would not reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth in Section 3.12(b) of the Seller Disclosure Schedule, there has not been, since December 31, 2002, any product recall of any product manufactured, shipped or sold by the Business.

3.13 Customers and Suppliers. Section 3.13(i) of the Seller Disclosure Schedule sets forth a list of the ten largest customers of the Business and the ten largest suppliers to the Business, in each case based on dollar volume during the Seller's 2004 fiscal year. Except as set forth in Section 3.13(ii) of the Seller Disclosure Schedule, since the start of the Seller's 2005 fiscal year, no material and adverse change has occurred in the relationship between the Seller or any Affiliate of the Seller and customers and suppliers of the Business, taken as a whole, in each case, as it relates to the Business. Since the start of the Seller's 2005 fiscal year, except as set forth in Section 3.13(ii) of the Seller Disclosure Schedule, none of the customers or suppliers set forth on Section 3.13(i) of the Seller Disclosure Schedule has terminated or has provided written notice of

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an intention to terminate its relationship with the Business, and the Seller has not received written notice that that a material supplier of the Business will not sell a material amount of raw materials, supplies, merchandise or other goods to, or that any material customer of the Business will not purchase a material amount of the Business' products from, the Seller on terms and conditions similar to those used in current sales to and purchases from the Business.

3.14 Brokers. Except for fees and commissions of Winchester Capital which will be paid solely by the Seller, no broker, finder or investment banker is entitled to any brokerage, finder's, investment banker's or other fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of the Seller or its Affiliates.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that each statement contained in this Article IV is true and correct as of the date hereof.

4.1 Organization and Good Standing. The Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, has all requisite power to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification, except where the failure to be so qualified would not reasonably be expected to materially impair or delay the ability of the Buyer to perform its obligations under this Agreement and the Ancillary Agreements and consummate the transactions contemplated hereby and thereby.

4.2 Authority and Enforceability. The Buyer has the requisite power and authority to enter into this Agreement and each of the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Buyer of this Agreement and each of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and, when executed and delivered by the Buyer, each of the Ancillary Agreements will be duly executed and delivered by the Buyer. Assuming due authorization, execution and delivery by the Seller that is a party thereto, this Agreement constitutes, and, when executed and delivered by the Buyer, each of the Ancillary Agreements will constitute, the valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally and (ii) the availability of injunctive relief and other equitable remedies.

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4.3 No Conflicts; Consents.

(a) The execution and delivery of this Agreement and the Ancillary Agreements by the Buyer does not, and the consummation of the transactions contemplated hereby and thereby (in each case, with or without the giving of notice or lapse of time, or both) will not, (i) violate or conflict with the provisions of any Organizational Document of the Buyer, (ii) violate, breach or constitute a default under, or result in the termination, cancellation or acceleration of any term or provision of any contract to which the Buyer is a party, (iii) violate or conflict with any Law, Permit or Order applicable to the Buyer on the date hereof, or (iv) result in the creation of any Liens upon any of the assets owned or used by the Buyer, except in each such case where such violation, default, conflict, default, termination, cancellation, acceleration or Lien would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of the Buyer to perform its obligations under this Agreement and the Ancillary Agreements and consummate the transactions contemplated hereby and thereby.

(b) Other than any notice or disclosure filing by the Buyer or B&G Foods, Inc. required under the Securities Exchange Act of 1934, as amended, or the rule of any applicable stock exchange, no material Permit or Order of, registration, declaration or filing with, or notice to, or authorization, clearance, consent or approval of, any Governmental Entity or any other Person is required to be made or obtained by the Buyer in connection with the execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby.

4.4 Litigation. There is no Action pending or, to the knowledge of the Buyer, threatened, against the Buyer which (a) challenges or seeks to enjoin, alter or materially delay the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or (b) individually or in the aggregate, would reasonably be expected to materially impair or delay the ability of the Buyer to perform its obligations under this Agreement and the Ancillary Agreements and consummate the transactions contemplated hereby and thereby.

4.5 Availability of Funds. The Buyer has entered into, and provided the Seller with a true and complete copy of the Credit Agreement Amendment, pursuant to which certain of the lenders under the Buyer's existing credit facility have agreed, subject to the terms and conditions contained

therein, to provide the Buyer with debt financing in connection with the transactions contemplated by this Agreement (the “**Financing**”). The proceeds of the Financing, when taken together with cash currently available to the Buyer, will be sufficient to enable the Buyer to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. The Buyer believes that it and its Affiliates are capable of satisfying all conditions to the Financing described in the Credit Agreement Amendment that are within their exclusive control, and the Buyer has no reasonable basis for believing that the Financing described in the Credit Agreement Amendment will be materially delayed or will be unavailable.

4.6 **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder’s, investment banker’s or other fee or commission in connection with the transactions contemplated by this Agreement and the Ancillary Agreements based upon arrangements made by or on behalf of the Buyer or its Affiliate.

4.7 **No Other Representations.** The Buyer acknowledges and agrees that, except as expressly set forth in this Agreement or in any certificate contemplated hereby and delivered by the Seller in connection herewith, the Seller is not making any representation or warranty whatsoever, express or implied, (i) with respect to the Business, the Purchased Assets, the Excluded Assets, the Assumed Liabilities, the Excluded Liabilities or the transactions contemplated by this Agreement or (ii) as to the accuracy or completeness of any information regarding the Business, the Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities furnished or made available to the Buyer and its representatives. Without limiting the generality of the foregoing, the Seller makes no express or implied representation or warranty to the Buyer with respect to: (a) any projections, estimates, forecasts or budgets heretofore delivered to or made available to the Buyer of future revenues, expenses or expenditures or future results of operations; (b) except as expressly covered by a representation or warranty contained in Article III, any other information or documents (financial or otherwise) made available to the Buyer, any Affiliate thereof or their respective counsel, accountants or advisers, including in certain due diligence materials, management presentations, offering memoranda or in any other form in contemplation of the transactions contemplated by this Agreement and the Ancillary Agreements; or (c) except as expressly set forth herein, in the Transition Services Agreement or in the Manufacturing Agreement, the merchantability or fitness for a particular purpose. With respect to any projection, estimate, forecast or budget delivered by or on behalf of the Seller, the Buyer acknowledges that: (w) there are uncertainties inherent in attempting to make such projections, estimates, forecasts or budgets; (x) it is familiar with such uncertainties; (y) it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such projections and forecasts furnished to it; and (z) it shall have no claim against the Seller with respect thereto.

ARTICLE V

COVENANTS OF THE BUYER AND THE SELLER

5.1 **Conduct of Business.** During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Closing Date, except (i) as set forth in Section 5.1 of the Seller Disclosure Schedule, (ii) as otherwise expressly contemplated by this Agreement or the Ancillary Agreements, (iii) upon prior written notice (or, to the extent prior written notice is not practicable, prompt written notice) as required by applicable Law or (iv) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld or delayed), the Seller:

(a) shall carry on the Business in a manner consistent with past practice;

(b) shall use commercially reasonable efforts to preserve intact the Business’ material business relationships with customers, suppliers, distributors and others having business dealings with it;

(c) shall not sell, assign, transfer, convey, lease, or otherwise dispose of, encumber or subject to a Lien, other than a Permitted Lien, any of the material Purchased Assets or Inventory, except sales of Inventory in the ordinary course of business consistent with past practice;

(d) shall not diminish, increase or terminate promotional programs that in the aggregate are material to the Business, except in the ordinary course of business consistent with past practice;

(e) shall not enter into, extend, modify, terminate or renew any of the Assigned Contracts;

(f) shall not take any action inconsistent with this Agreement or the consummation of the Closing; and

(g) shall not agree, whether in writing or otherwise, or otherwise become obligated to do any of the foregoing.

5.2 **Access to Information; Notification.**

(a) The Seller shall afford to the Buyer and any lender providing financing in connection with the transactions contemplated hereby and their respective accountants, counsel and other representatives reasonable access, upon reasonable notice during normal business hours prior to the Closing, to the properties, facilities, books and records of the Business and the officers, employees, attorneys, and accountants of the Seller to discuss the business, financial condition or prospects of the Business and the Purchased Assets; provided that such access does not unreasonably disrupt the normal operations of the Seller; provided, further, that any such access shall be conducted at the Buyer’s expense and the Buyer shall not have access to any information regarding the employees of the Seller; provided, further, that such access shall comply with applicable Law.

(b) The Seller shall notify the Buyer in writing of the existence or happening of any fact, event or occurrence which should be included in the Seller Disclosure Schedule in order to make the representations and warranties set forth in Article III true and correct in all material respects as of the Closing Date (each such additional written disclosure, a “**Seller Disclosure Schedule Supplement**”), it being understood and agreed that the delivery of such information shall not in any manner constitute a waiver by the Buyer of any of the conditions precedent to the Closing

hereunder; provided, however, that in determining whether there is a breach of any representation or warranty contained in Article III for purposes of the indemnification to be provided by the Seller pursuant to Article VIII, such representation or warranty shall be qualified by any information provided pursuant to this Section 5.2(b), but in any event only to the extent such information relates to facts, events or circumstances first occurring after the date hereof.

5.3 Confidentiality. The Buyer acknowledges that the information being provided to it in connection with the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements are subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference and shall continue in full force and effect and survive the Closing, except that the non-disclosure and non-use obligations of the Buyer under the Confidentiality Agreement shall terminate at the Closing with respect to information to the extent related to the Business, the Purchased Assets and the Assumed Liabilities. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

5.4 Support Services. The Buyer agrees that, except as expressly provided in the Transition Services Agreement and/or the Manufacturing Agreement, as of the Closing Date, the Seller shall have no obligation to provide any support or other services to the Business.

5.5 Financing.

(a) The Buyer shall use commercially reasonable efforts to comply with all covenants and to satisfy all conditions to the funding of the Financing described in the Credit Agreement Amendment that are in the exclusive control of Buyer and its Affiliates. The Buyer shall keep the Seller reasonably apprised as to the status of the Financing, and shall promptly notify the Seller if it becomes aware of any fact or circumstance that the Buyer reasonably believes would materially delay the availability of the Financing for any reason or make the Financing unavailable for any reason.

(b) The Seller shall cooperate reasonably, and shall cause its officers and employees to cooperate reasonably, in connection with the Buyer's arrangement for the Financing, including making reasonably available, during normal business hours and in a manner that does not unreasonably interfere with the Seller's operations, representatives and employees of the Seller and its accountants and attorneys, including for purposes of due diligence and marketing efforts related to the Financing. The Buyer shall reimburse the Seller for the Seller's reasonable out-of-pocket expenses, which shall be reasonably documented, incurred to comply with this Section 5.5(b).

5.6 Consents.

(a) Prior to the Closing, the Seller and the Buyer shall cooperate with each other and shall use commercially reasonable efforts to obtain and deliver to the

Buyer on or prior to the Closing Date, where necessary, assignments and consents authorizing the transfer and assignment to the Buyer of the Purchased Assets.

(b) To the extent that an Assigned Contracts is not assignable without the consent, waiver or approval of another Person, this Agreement shall not be deemed to constitute an assignment, an attempted assignment or an undertaking to assign such Assigned Contract if such consent, waiver or approval is not given or if such an assignment, attempted assignment or undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. In the event that the transactions contemplated by this Agreement result in the termination of an Assigned Contract, the Seller shall be liable for, and shall indemnify the Buyer and hold the Buyer harmless against, any costs or expenses payable under such Assigned Contract which result from such termination.

(c) To the extent that any such third party consent or approval is not obtained prior to the Closing, the Seller shall cooperate with the Buyer in any reasonable arrangement designed to provide the Buyer after the Closing the benefits intended to be assigned to the Buyer under the applicable Assigned Contract, including enforcement at the cost and for the account of the Buyer of any and all rights of the Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

5.7 Public Announcements. Neither the Buyer nor the Seller shall, nor shall any of their respective Affiliates, without the approval of the other parties, issue any press releases or otherwise make any public statements with respect to the transactions contemplated by this Agreement, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or stock market, in which case the party required to make the release or announcement shall, to the extent practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance; provided that each of the parties may make internal announcements to their respective employees regarding the transactions contemplated by this Agreement and the Ancillary Agreements.

5.8 Transfer Taxes. The Buyer and the Seller shall share and pay all Transfer Taxes, on a 50/50 basis, arising out of, or in connection with, the transactions contemplated by this Agreement. Upon the request of either party, the other party shall furnish proof of payment of a Transfer Tax. The parties shall cooperate in filing all necessary documentation and Tax Returns with respect to such Transfer Taxes.

5.9 Bulk Sales Laws. To the extent permitted by Law, the Buyer and the Seller hereby waive compliance by the Buyer and the Seller with the bulk sales Law and any other similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement and the Ancillary Agreements. The Seller agrees to indemnify and hold Buyer harmless from and against any and all Losses incurred by the Buyer or any of its Affiliates as the transferee of the Purchased Assets as a result of any

failure to comply with any such bulk sales Law or similar Laws with respect to the Purchased Assets.

5.10 Access to Books and Records.

(a) The Buyer shall preserve until the sixth anniversary of the Closing Date all records possessed or to be possessed by the Buyer relating to the Business prior to the Closing. The Buyer shall provide the Seller and its representatives with access, to the extent necessary for reasonable business purposes, and upon prior reasonable written request, during regular business hours, and provided that such access does not unreasonably disrupt the normal operations of the Buyer, to (i) the officers and employees of the Buyer and its Affiliates and (ii) the books of account and records of the Buyer and its Affiliates, but, in each case, only to the extent relating to the Business prior to the Closing, and the Seller and its representatives shall have the right to make copies of such books and records at their sole cost. Out-of-pocket costs and expenses incurred by the Buyer in connection with this Section 5.10(a) shall be reimbursed by the Seller.

(b) The Seller shall preserve until the sixth anniversary of the Closing Date all records possessed or to be possessed by the Seller principally relating to the Business prior to the Closing. The Seller shall provide the Buyer and its representatives with access, to the extent necessary for reasonable business purposes, and upon prior reasonable written request, during regular business hours, and provided that such access does not unreasonably disrupt the normal operations of the Seller, to (i) the officers and employees of the Seller and its Affiliates and (ii) the books of account and records of the Seller and its Affiliates, but, in each case, only to the extent principally relating to the Business prior to the Closing, and the Buyer and its representatives shall have the right to make copies of such books and records at their sole cost. Out-of-pocket costs and expenses incurred by the Seller in connection with this Section 5.10(a) shall be reimbursed by the Buyer.

(c) Notwithstanding any other provision of this Section 5.10, access to or possession of any books or records or materials or information, as the case may be, may be denied to the requesting party if the providing party is advised by counsel that to grant such access or possession would reasonably be expected to violate any Law.

5.11 Solicitation of Seller's or Buyer's Employees.

(a) During the one-year period following the Closing, the Buyer shall not, either alone or in conjunction with any other Person, or directly or indirectly (including through any of its present or future Affiliates), solicit for employment any persons who within the twelve (12) month period ending on the Closing Date had been an employee of the Seller; provided, however, that the foregoing provision will not prevent the Buyer from hiring any such person (i) who responds to a public advertisement placed by the Buyer or any of its Affiliates, (ii) who has not been employed by the Seller during the preceding six (6) months or (iii) who has been terminated by the Seller.

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(b) During the one-year period following the Closing, the Seller shall not, either alone or in conjunction with any other Person, or directly or indirectly (including through any of its present or future Affiliates), solicit for employment any persons who within the twelve (12) month period ending on the Closing Date had been an employee of the Buyer; provided, however, that the foregoing provision will not prevent the Seller from hiring any such person (i) who responds to a public advertisement placed by the Seller or any of its Affiliates, (ii) who has not been employed by the Buyer during the preceding six (6) months or (iii) who has been terminated by the Buyer.

(c) Each party agrees that a monetary remedy for a breach of the agreements set forth in this Section 5.11 will be inadequate and impracticable and further agree that such a breach would cause irreparable harm, and that the non-breaching party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. In the event of such a breach, the breaching party agrees that the non-breaching party shall be entitled to such injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions as a court of competent jurisdiction shall determine.

(d) If any of the provisions of this Section 5.11 is invalid in part, it shall be curtailed, as to time, location or scope, to the minimum extent required for its validity under the laws of the United States and shall be binding and enforceable with respect to the Buyer and the Seller as so curtailed.

5.12 Prohibited Activities. Until the Closing Date, the Buyer shall not, and shall not knowingly permit, instruct or encourage its employees, agents or representatives to, provide, furnish or formally announce any incentive to any customer of the Business intended to reduce or defer such customer's purchases of product from the Seller, whether by means of any agreement, arrangement, understanding or promotion. Except for customary holiday season promotional activities consistent with past practice and the price increase contemplated for 2006 which has previously been announced by the Seller to certain of the customers of the Business and disclosed by the Seller to the Buyer, until the Closing Date, the Seller shall not, and shall not knowingly permit, instruct or encourage its employees, agents or representatives to, other than in the ordinary course of business consistent with past practice, provide, furnish or formally announce any incentive to any customer of the Business intended to increase or accelerate such customer's purchases of product from the Seller prior to the Closing Date in lieu of purchases that would otherwise reasonably be expected to be made following the Closing Date, whether by means of any agreement, arrangement, understanding or promotion.

5.13 Consumer Claims and Complaints. The parties shall assure that their respective consumer affairs departments cooperate and assist each other to assure the expeditious handling of consumer claims and complaints.

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5.14 Promotion/Pricing Allowance.

(a) In the event that customers of the Business bill or make a deduction against the Buyer's otherwise valid invoices, for promotion or pricing allowances (such as slotting allowances, retailer or distributor ads, store display allowances and similar items (other than returns)) applicable to the Business prior to Closing or to any of the Seller's (or its Affiliate's) businesses other than the Business, the Buyer will forward on a weekly basis by the following Tuesday such bill or evidence of such deduction (the "**Seller's Deductions**") to the Seller for payment by the Seller.

(b) In the event that customers of the Business bill the Seller (or its Affiliates) or make a deduction against the Seller's (or its Affiliates') otherwise valid invoices for promotion or pricing allowances applicable to the Business as conducted from and after the Closing or for returns in the ordinary course of business consistent with past practice of the Business' products received after the Closing Date for products sold prior to the Closing

Date or for returns of the Business' products received after the Closing Date for products sold on or after the Closing Date, the Seller will forward on a weekly basis by the following Tuesday such bill or evidence of such deduction (the "**Buyer's Deductions**") to the Buyer for payment by the Buyer.

(c) A representative of each of the Seller and the Buyer will coordinate the cash settlement process netting the Buyer's Deductions against the Seller's Deductions. Proper documentation will be required in each case. If the Buyer's Deductions are greater than the Seller's Deductions in any week, the Buyer will transfer cash to the Seller by Thursday of that week. If the Seller's Deductions are greater than the Buyer's Deductions in any week, the Seller will transfer cash to the Buyer by Thursday of that week. Any minor discrepancies found during that week's settlement will be resolved by the following week's cash settlement. A ten percent (10%) annual percentage interest rate will be applied to deductions for both parties, commencing on the date the invalid deduction was taken against an otherwise valid invoice and ending on the date that the cash settlement invoice is passed to the appropriate party. At such time that the weekly net cash settlements are consistently no longer material, the Seller and Buyer will agree by mutual consent to waive the application of an interest rate.

5.15 Administration of Accounts and Related Matters; Customer Inquiries.

(a) All payments and reimbursements received by the Seller or any of its Affiliates after the Closing related to or arising out of the Business or the Purchased Assets after the Closing, or any of the Business' finished goods Inventory that is returned to the Seller or any of its Affiliates, shall be held by such person in trust for the benefit of the Buyer and, immediately upon receipt by such Person of any such payment, reimbursement or inventory, such Person shall pay over to the Buyer the amount of such payment or reimbursement or deliver to the Buyer such finished goods Inventory without right of set off.

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(b) All payments and reimbursements received by the Buyer or any of its Affiliates after the Closing related to or arising out of the Excluded Assets or Excluded Liabilities shall be held by such Person in trust for the benefit of the Seller and, immediately upon receipt by such person of any such payment or reimbursement, such Person shall pay over to the Seller the amount of such payment or reimbursement without right of set off.

(c) The Seller covenants and agrees that it will promptly forward to the Buyer any mail (physical, electronic or otherwise), facsimile or telephone inquiries of actual or potential clients, customers, suppliers and vendors of or relating to the Business, including customer orders.

5.16 Termination of Broker Agreements. On or prior to the Closing, the Seller will send all notices (which notices shall be subject to prior review by the Buyer) required to cause the termination of the portion of all of the broker agreements related to the Business entered into by it or its Affiliates. Notwithstanding the foregoing, the Buyer and the Seller agree that (a) the timing of the actual termination of the portion of such broker agreements related to the Business will occur pursuant to the terms of such broker agreements, (b) the Seller shall be liable for, and shall indemnify Buyer and hold Buyer harmless against, any liabilities, damages, costs or expenses resulting from any such termination and (c) the Buyer shall be responsible and pay for any commissions incurred under such broker agreements for sales by the Buyer or the Business on or after the Closing Date. The commission schedules and termination notice requirements for the portion of each of the broker agreements related to the Business are set forth on Section 5.16 of the Seller Disclosure Schedule. Promptly following delivery of the foregoing termination notices, the Seller shall deliver to the Buyer a schedule of termination dates for the portion of each of the broker agreements set forth on Section 5.16 of the Seller Disclosure Schedule.

5.17 Packaging Materials and Supplies. The Seller hereby consents to the use and depletion by the Buyer after the Closing Date of those on-hand packaging materials and inventories included in the existing Inventory as of the Closing Date which bear the name and/or corporate logo of the Seller and/or its Affiliates. If the Buyer elects to use such on-hand packaging materials, the Buyer shall use such on-hand packaging materials on a first-use basis (in preference to any other packaging materials) so as to exhaust such on-hand packaging materials as soon as possible after the Closing Date.

5.18 Further Assurances. Each of the Buyer and the Seller shall execute such documents and other instruments and take such further actions as may reasonably be required or desirable to carry out the provisions hereof and consummate the transactions contemplated by this Agreement. Upon the terms and subject to the conditions hereof, each of the Buyer and the Seller shall use its respective commercially reasonable efforts to (a) take or cause to be taken all actions, and to do or cause to be done all other things, necessary, proper or advisable to consummate the transactions contemplated by this Agreement as promptly as practicable, and (b) obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings.

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5.19 Exclusivity. The Seller has been in negotiations with other parties concerning a possible sale of the Business and the Purchased Assets and such other parties have obtained certain information relating thereto. The Seller agrees to immediately terminate, and to cause its Affiliates and its and their respective representatives, agents, officers, employees, attorneys and accountants to terminate, all existing negotiations or activities with any party other than the Buyer, its Affiliates and their respective representatives, agents, officers, employees, attorneys and accountants concerning the sale of all or any part of the Business or the Purchased Assets. From the date of this Agreement until the earlier of (a) the termination of this Agreement pursuant to Section 7.1 and (b) the Closing, (i) the Seller agrees not to, and agrees to cause its Affiliates and its and their respective representatives, agents, officers, employees, attorneys and accountants not to, directly or indirectly, solicit, negotiate or enter into other substantive discussions with any party other than the Buyer, its Affiliates and their respective representatives, agents, officers, employees, attorneys and accountants relating to the sale of all or any part of the Business or the Purchased Assets and (ii) the Seller agrees not to provide this Agreement or any financial or operating information relating to the Businesses or the Purchased Assets to any party other than Buyer, its Affiliates and their respective representatives, agents, officers, employees, attorneys and accountants, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or stock market, in which the Seller shall, to the extent practicable, allow the Buyer reasonable time to comment on such release or announcement in advance of such issuance. Each party agrees that a monetary remedy for a breach of the agreements set forth in this Section 5.19 will be inadequate and impracticable and further agree that such a breach would cause irreparable harm, and that the Buyer shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. In the event of such a breach, the Seller agrees that the Buyer shall be entitled to such injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions as a court of competent jurisdiction shall determine.

5.20 Non-Competition; Confidentiality.

(a) The Seller hereby agrees that for the period commencing on the Closing Date and ending on the second (2nd) anniversary of the Closing Date, neither the Seller nor its Affiliates shall participate or engage, directly or indirectly, in the manufacturing (except as contemplated by this Agreement and the Manufacturing Agreement), marketing or selling molasses products anywhere in the world (the “**Restricted Business**”). Notwithstanding the foregoing, (i) ownership of stock or other equity interests of any Person shall not be deemed a violation of this Section 5.20 so long as the Seller and its Affiliates collectively do not own more than an aggregate of five percent (5%) of the voting stock or other equity interests of such Person, (ii) the acquisition by the Seller or any of its Affiliates of any equity or other interest in any entity that engages, directly or indirectly, in the Restricted Business (a “**Restricted Person**”) shall not be deemed a violation of this Section 5.20 so long as the annual revenue of such Restricted Person derived from the Restricted Business does not exceed

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twenty percent (20%) of the total annual revenue of such Restricted Person and (iii) the direct or indirect acquisition of the Seller or any of its Affiliates by a Restricted Person shall not be deemed a violation of this Section 5.20.

(b) The Seller shall not (and shall cause its Subsidiaries and Affiliates not to) directly or indirectly, divulge to any Person, or use for its own benefit (except to the extent used prior to the date hereof in its businesses other than the Business), any trade secrets, proprietary information and any other confidential information exclusively related to the Business, the Purchased Assets, customers or any data or statistical information of the Business, except to the extent that such information (i) is in or enters the public domain through no fault of the Seller or any of its Subsidiaries or Affiliates or (b) is lawfully acquired by the Seller or any of its Subsidiaries or Affiliates after the Closing from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

(c) Each party agrees that a monetary remedy for a breach of the agreements set forth in this Section 5.20 will be inadequate and impracticable and further agree that such a breach would cause irreparable harm, and that the non-breaching party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. In the event of such a breach, the breaching party agrees that the non-breaching party shall be entitled to such injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions as a court of competent jurisdiction shall determine.

(d) If any of the provisions of this Section 5.20 is invalid in part, it shall be curtailed, as to time, location or scope, to the minimum extent required for its validity under applicable law and shall be binding and enforceable with respect to the Buyer and the Seller as so curtailed.

5.21 Notices Prior to Closing. Prior to the Closing, the Seller and the Buyer shall give prompt written notice to the other of (a) any breach or default by such party of any of its representations, warranties, covenants or agreements hereunder, (b) any written notice from any third party alleging that the consent of such third party is or may be required in connection with, or otherwise challenging, the transactions contemplated by this Agreement and (iii) any written notice from any Governmental Entity in connection with the transactions contemplated by this Agreement. Prior to the Closing, the Seller shall give prompt written notice to the Buyer if the Seller receives any written notice from a material supplier of the Business that it will not sell raw materials, supplies, merchandise or other goods to, or that any material customer of the Business will not purchase products from, the Buyer or the Buyer's Affiliates after the Closing Date.

5.22 Financial Information Cooperation. From and after the date hereof, the Seller shall reasonably cooperate with the Buyer in the Buyer's preparation, review and audit of any financial statements and other financial information regarding the Business that may be required to be included in the financial reports and other public disclosures of the Buyer's parent, B&G Foods, Inc., pursuant to Regulations S-X and S-K promulgated

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under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, in connection with the transaction contemplated hereby; provided that such cooperation shall not unreasonably disrupt the normal operations of the Buyer. Such cooperation shall include the execution and delivery of a customary representation letter to the accounting firm responsible for reviewing and auditing such financial statements. The accounting firm responsible for the review and audit of such financial statements shall be selected by the Buyer. All costs and expenses incurred in connection with the preparation, review and audit of the financial statements and financial information contemplated by this Section shall be paid by the Buyer.

5.23 Assigned Equipment.

(a) In accordance with Section 2.1, the Assigned Equipment shall be the property of the Buyer immediately following the Closing. The Buyer agrees to allow the Seller to utilize and operate the Assigned Equipment in connection with the Seller's performance of its obligations under the Manufacturing Agreement; provided that the Seller shall be required to utilize and operate the Assigned Equipment in the ordinary course of business with the same standard of care as the Seller utilized and operated the Assigned Equipment prior to the Closing and in accordance with its obligations under the Manufacturing Agreement. Subject to the foregoing, the Seller shall not be liable to the Buyer for any damage or loss to the Assigned Equipment (other than non-extraordinary repairs in the ordinary course of Business).

(b) As soon as reasonably practicable after the expiration, termination or cancellation of the Manufacturing Agreement (and in any event within 30 days following such expiration, termination or cancellation), the Seller shall disassemble, package, and remove the Assigned Equipment from the Seller's facilities, which disassembly, packaging and removal will be at the Buyer's sole cost, risk and expense; provided that (i) prior to such disassembly, packaging and removal the Seller shall discuss with the Buyer the appropriate methods for such disassembly, packaging and removal and (ii) the costs and expenses incurred by the Seller for such disassembly, packaging and removal shall be reasonable. The Seller agrees to then make the Assigned Equipment available for pickup by the Buyer at the Seller's facilities and to allow the Buyer reasonable access to the Assigned Equipment (for the above purpose) during normal business hours and upon reasonable notice. The Buyer shall be responsible for any reasonable repairs of any material damage caused to the Seller's facility by the removal of the Assigned Equipment, it being understood that the Buyer shall not be liable for incidental damages related thereto, such as holes from removed screws, disconnected waterlines, etc.

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ARTICLE VI
CONDITIONS TO CLOSING

6.1 Conditions to Obligations of the Buyer and the Seller. The obligations of the Buyer and the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions:

(a) No temporary restraining order, preliminary or permanent injunction or other Order and no Action shall be in effect or have been instituted enjoining, prohibiting or seeking to enjoin, prohibit or otherwise prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) No Law shall have been enacted or shall be deemed applicable to the transactions contemplated by this Agreement which makes the consummation of such transactions illegal.

6.2 Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver in writing by the Buyer in its sole discretion) of the following further conditions:

(a) Each of the representations and warranties of the Seller set forth in this Agreement that is qualified by materiality shall be true and correct at and as of the Closing Date as if made at and as of the Closing Date and each of such representations and warranties that is not so qualified shall be true and correct in all material respects at and as of the Closing Date as if made at and as of the Closing Date (in each case, without giving effect to any Seller Disclosure Schedule Supplement), except (i) to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date and (ii) for changes explicitly contemplated by this Agreement.

(b) The Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with at or prior to the Closing Date.

(c) During the period from the date of this Agreement until the Closing, no event has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect.

(d) The Buyer shall have received a certificate dated the Closing Date signed on behalf of the Seller by an officer of the Seller to the effect that the conditions set forth in Sections 6.2(a), 6.2(b) and 6.2(c) have been satisfied (the “**Seller Closing Certificate**”).

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(e) The Buyer shall have received the proceeds of the Financing in accordance with the terms of the Credit Agreement Amendment or otherwise on terms acceptable to the Buyer.

(f) The consents (if any) listed on Section 6.2(f) of the Seller Disclosure Schedule hereto shall have been obtained in form and substance reasonably satisfactory to the Buyer.

(g) The Seller shall have executed and delivered to the Buyer all agreements and other documents required to be executed and delivered by the Seller to the Buyer pursuant to Section 2.7(a).

6.3 Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver in writing by the Seller in its sole discretion) of the following further conditions:

(a) Each of the representations and warranties of the Buyer set forth in this Agreement that is qualified by materiality shall be true and correct at and as of the Closing Date as if made at and as of the Closing Date and each of such representations and warranties that is not so qualified shall be true and correct in all material respects at and as of the Closing Date as if made at and as of the Closing Date, except (i) to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date, (ii) for changes explicitly contemplated by this Agreement, or (iii) for circumstances under which the breach of the representation or warranty would not reasonably be expected to materially impair or delay the ability of the Buyer to perform its obligations under this Agreement and the Ancillary Agreements and consummate the transactions contemplated hereby and thereby.

(b) The Buyer shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with at or prior to the Closing Date.

(c) The Seller shall have received a certificate dated the Closing Date signed on behalf of the Buyer by an officer of the Buyer to the effect that the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied (the “**Buyer Closing Certificate**”).

(d) The Buyer shall have executed and delivered to the Seller all agreements and other documents required to be executed and delivered by the Buyer to the Seller pursuant to Section 2.7(b).

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ARTICLE VII
TERMINATION

7.1 Termination.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(i) by mutual written consent of the Buyer and the Seller;

(ii) by the Buyer or the Seller if the Closing does not occur on or before January 6, 2005; provided that the right to terminate this Agreement under this clause (ii) shall not be available to any party whose breach of a representation, warranty, covenant or agreement under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such date;

(iii) by the Buyer (provided that the Buyer is not in breach of any of the representations, warranties, covenants or other agreements contained herein) if (A) there has been a breach by the Seller of any representation, warranty, covenant or agreement contained in this Agreement or if any representation or warranty of the Seller shall have become untrue, in either case such that the conditions set forth in Sections 6.2(a), 6.2(b) or 6.2(c) would not be satisfied, and (B) such breach is not curable, or, if curable, is not cured within 30 days after written notice of such breach is given to the Seller by the Buyer;

(iv) by the Seller (provided that the Seller is not in breach of any of the representations, warranties, covenants or other agreements contained herein) if (A) there has been a breach by the Buyer of any representation, warranty, covenant or agreement contained in this Agreement or if any representation or warranty of the Buyer shall have become untrue, in either case such that the conditions set forth in Sections 6.3(a) or 6.3(b) would not be satisfied, and (B) such breach is not curable, or, if curable, is not cured within 30 days after written notice of such breach is given to the Buyer by the Seller;

(v) by the Buyer or the Seller if a Governmental Entity shall have issued an Order or taken any other Action, in any case having the effect of restraining, enjoining or otherwise prohibiting, or attempting to restrain, enjoin or otherwise prohibit, the transactions contemplated by this Agreement.

(b) The party desiring to terminate this Agreement pursuant to Section 7.1(a)(ii), (iii), (iv) or (v) shall give written notice of such termination to the other party hereto.

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall immediately become void and there shall

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be no liability or obligation on the part of Buyer or Seller or their respective officers, directors, stockholders or Affiliates, except as set forth in Section 7.3; provided that the provisions of Sections 5.3 (Confidentiality), 5.7 (Public Announcements), 7.2 (Effect of Termination) and 7.3 (Remedies) and Article IX of this Agreement shall remain in full force and effect and survive any termination of this Agreement and (b) such termination shall relieve each party to this Agreement from all violations of this Agreement that occurred prior to such termination other than as provided in Section 7.3.

7.3 Remedies. Any party terminating this Agreement pursuant to Section 7.1 shall have the right to recover damages sustained by such party as a result of any willful breach by the other party of any representation, warranty, covenant or agreement contained in this Agreement or fraud or willful misrepresentation; provided, however, that the party seeking relief is not in breach of any representation, warranty, covenant or agreement contained in this Agreement under circumstances which would have permitted the other party to terminate the Agreement under Section 7.1.

ARTICLE VIII

INDEMNIFICATION

8.1 Survival.

(a) All representations and warranties contained in this Agreement, the Ancillary Agreements or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement or the Ancillary Agreements shall survive the Closing for a period of eighteen (18) months following the Closing Date, except that the representations and warranties in Sections 3.2, 3.14, 4.2 and 4.6 shall survive the Closing Date in perpetuity.

(b) All covenants and agreements contained in this Agreement shall survive the Closing Date in perpetuity and shall remain in full force and effect, except that in the case of any covenant or agreement that by its terms terminates on a specific date, such covenant or agreement shall survive until sixty (60) days following the expiration of any applicable statute of limitations.

(c) The period for which a representation or warranty, covenant or agreement survives the Closing is referred to herein as the “**Applicable Survival Period**”. In the event notice of claim for indemnification under Section 8.2 or 8.3 is given within the Applicable Survival Period, the representation or warranty, covenant or agreement that is the subject of such indemnification claim shall survive with respect to such claim only until such claim is finally resolved.

8.2 Indemnification by the Seller.

(a) Subject to the limitations set forth in this Article VIII, the Seller shall indemnify and defend the Buyer and its Affiliates and their respective stockholders,

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members, managers, officers, directors, employees, agents, successors and assigns (the “**Buyer Indemnitees**”) against, and shall hold the Buyer Indemnitees harmless from, any loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, Tax or expense, including reasonable legal fees and expenses (collectively, “**Losses**”) resulting from, arising out of, or incurred by the Buyer Indemnitees in connection with, or otherwise with respect to (i) any breach of any representation, warranty, covenant or agreement of the Seller contained in this Agreement or any of the Ancillary Agreements and (ii) any Excluded Liability.

(b) The Seller shall not be liable for any Loss or Losses (other than Losses resulting from, arising out of, or incurred by the Buyer Indemnitee in connection with, or otherwise with respect to any Excluded Liability) (i) unless the claim for such Loss or Losses is brought within the Applicable Survival Period, (ii) unless and until the amount of Losses arising from any single event, or a series of related events, exceeds \$10,000 (the “**Covered Losses**”) and (iii) unless and until the aggregate amount of all Covered Losses incurred by the Buyer Indemnitees exceeds 1% of the Cash Consideration (the “**Deductible**”), and then only to the extent that such Covered Losses exceed the Deductible; provided that, except as provided in Section 8.2(c), the cumulative indemnification obligation of the Seller under this Article VIII shall in no event exceed 25% of the amount of the Cash Consideration.

(c) Notwithstanding anything to the contrary set forth herein, no limitation on the indemnification obligations set forth in this Section 8.2 shall apply to any breach of representations or warranties made in Sections 3.1, 3.2, 3.7(a) or 3.14; provided that that the cumulative indemnification obligation of the Seller under this Article VIII (including any breach of representations or warranties made in Sections 3.1, 3.2, 3.7(a) or 3.14) shall in no event exceed the amount of the Cash Consideration.

(d) In addition to the limitations set forth in Sections 8.2(b), the Seller shall not be obligated to indemnify the Buyer Indemnitees with respect to (i) any item disclosed in the Seller Disclosure Schedule or in any Seller Disclosure Schedule Supplement to the extent provided in Section 5.2(b), (ii) any covenant or condition waived in writing by the Buyer on or prior to the Closing or (iii) any indirect, special, incidental, consequential or punitive damages (except to the extent any of the foregoing damages are included in an award to a third party or Governmental Entity).

(e) The Buyer acknowledges and agrees that, should the Closing occur, the sole and exclusive remedy of the Buyer Indemnitees with respect to any and all matters arising out of, relating to or connected with this Agreement, the Business, the Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities (other than claims of, or causes of action arising from, fraud or actions for specific performance or injunctive relief) shall be pursuant to the indemnification provisions set forth in this Article VIII.

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8.3 Indemnification by the Buyer.

(a) Subject to the limitations set forth in this Article VIII, the Buyer shall indemnify and defend the Seller, its Affiliates and their respective stockholders, members, managers, officers, directors, employees, agents, successors and assigns (the “**Seller Indemnitees**”) against, and shall hold the Seller Indemnitees harmless from, any Loss resulting from, arising out of, or incurred by the Seller Indemnitees in connection with, or otherwise with respect to (i) any breach of any representation, warranty, covenant or agreement of the Buyer contained in this Agreement or any of the Ancillary Agreements and (ii) any Assumed Liabilities.

(b) The Buyer shall not be liable for any Loss or Losses (other than Losses resulting from, arising out of, or incurred by the Seller Indemnitee in connection with, or otherwise with respect to any Assumed Liability) (i) unless the claim for such Loss or Losses is brought within the Applicable Survival Period, (ii) unless and until the amount of Losses arising from any single event, or a series of related events, exceeds \$10,000 (the “**Buyer Covered Losses**”) and (iii) unless and until the aggregate amount of all Covered Losses incurred by the Buyer Indemnitees exceeds 1% of the Cash Consideration (the “**Buyer Deductible**”), and then only to the extent that such Buyer Covered Losses exceed the Buyer Deductible; provided that, except as provided in Section 8.3(c), the cumulative indemnification obligation of the Buyer under this Article VIII shall in no event exceed 25% of the amount of the Cash Consideration.

(c) Notwithstanding anything to the contrary set forth herein, no limitation on the indemnification obligations set forth in this Section 8.3 shall apply to any breach of representations or warranties made in Sections 4.1, 4.2 or 4.6; provided that that the cumulative indemnification obligation of the Buyer under this Article VIII (including any breach of representations or warranties made in Sections 4.1, 4.2 or 4.6) shall in no event exceed the amount of the Cash Consideration.

(d) In addition to the limitations set forth in Sections 8.3(b), the Buyer shall not be obligated to indemnify the Seller Indemnitees with respect to (i) any covenant or condition waived in writing by the Seller on or prior to the Closing or (ii) any indirect, special, incidental, consequential or punitive damages (except to the extent any of the foregoing damages are included in an award to a third party or Governmental Entity).

(e) The Seller acknowledges and agrees that, should the Closing occur, the sole and exclusive remedy of the Seller Indemnitees with respect to any and all matters arising out of, relating to or connected with this Agreement, the Business, the Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities (other than claims of, or causes of action arising from, fraud or actions for specific performance or injunctive relief) shall be pursuant to the indemnification provisions set forth in this Article VIII.

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8.4 Indemnification Procedure for Third Party Claims.

(a) In the event that any claim or demand, or other circumstance or state of facts which could give rise to any claim or demand, for which an Indemnitor may be liable to an Indemnitee hereunder is asserted or sought to be collected by a third party (a “**Third Party Claim**”), the Indemnitee shall as soon as practicable notify the Indemnitor in writing of such Third Party Claim (a “**Notice of Claim**”). Failure or delay in notifying the Indemnitor will not relieve the Indemnitor of any Liability it may have to the Indemnitee, except and only to the extent that such failure or delay causes actual harm to the Indemnitor with respect to such Third Party Claim. The Notice of Claim shall (i) state that the Indemnitee has paid, incurred or accrued Losses or anticipates that it will incur liability for Losses for which such Indemnitee is entitled to indemnification pursuant to this Agreement and (ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the date such item was paid, incurred or accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, breach of covenant, breach of agreement or other claim to which each such item is related and the computation of the amount to which such Indemnitee claims to be entitled hereunder. The Indemnitee shall enclose with the Notice of Claim a copy of all papers served with respect to such Third Party Claim, if any, and any other documents evidencing such Third Party Claim.

(b) The Indemnitor will have 30 days from the date on which the Indemnitor received the Notice of Claim to notify the Indemnatee that the Indemnitor desires to assume the defense or prosecution of such Third Party Claim and any litigation resulting therefrom with counsel of its choice and at its sole cost and expense (a “**Third Party Defense**”). If the Indemnitor assumes the Third Party Defense in accordance herewith, (i) the Indemnatee may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim but the Indemnitor shall control the investigation, defense and settlement thereof, (ii) the Indemnatee will not file any papers or consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitor and (iii) the Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement provides for equitable relief without the prior written consent of the Indemnitor or any monetary liability of the Indemnatee that will not be paid or reimbursed by the Indemnitor (other than the Deductible or the Buyer Deductible, as applicable). The parties will use commercially reasonable efforts to minimize Losses from Third Party Claims and will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. Whether or not the Indemnitor has assumed the Third Party Defense, such Indemnitor will not be obligated to indemnify the Indemnatee hereunder for any settlement entered into or any judgment that was consented to without the Indemnitor’s prior written consent.

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(c) If the Indemnitor does not assume the Third Party Defense within 30 days of receipt of the Notice of Claim, the Indemnatee will be entitled to assume the Third Party Defense, at its sole cost and expense (or, if it is finally determined that the Indemnatee incurred a Loss with respect to the matter in question for which the Indemnatee is entitled to indemnification pursuant to Section 8.2 or 8.3, as applicable, at the expense of the Indemnitor) upon delivery of notice to such effect to the Indemnitor; provided that the Indemnitor shall have the right to participate in the Third Party Defense at its sole cost and expense, but the Indemnatee shall control the investigation, defense and settlement thereof.

(d) To the extent the Indemnitor or the Indemnatee elects or is entitled, as the case may be, to direct, control or participate in the defense or settlement of any Third Party Claim, the other party shall, subject to the receipt of a reasonable confidentiality agreement, give to such controlling party and its counsel reasonable access to, during normal business hours and upon reasonable prior written notice, the relevant business records and other documents, and shall permit them to consult with the employees and counsel of such other party.

8.5 Indemnification Procedures for Non-Third Party Claims. The Indemnatee will notify the Indemnitor in writing promptly of its discovery of any matter with respect to which indemnification may be sought pursuant to this Article VIII that does not involve a Third Party Claim, such notice to contain the information set forth in the following sentence. Failure or delay in notifying the Indemnitor will not relieve the Indemnitor of any Liability it may have to the Indemnatee, except and only to the extent that such failure or delay causes actual harm to the Indemnitor with respect to such claim. The Notice of Claim shall (i) state that the Indemnatee has paid, incurred or accrued Losses or anticipates that it will incur liability for Losses for which such Indemnatee is entitled to indemnification pursuant to this Agreement, and (ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the date such item was paid, incurred or accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, breach of covenant, breach of agreement or other claim to which each such item is related and the computation of the amount to which such Indemnatee claims to be entitled hereunder. In the event that the Indemnitor does not notify the Indemnatee that it accepts or disputes such claim within 30 days from receipt of such Notice of Claim, the Indemnitor will be deemed to have rejected such claim, in which event the Indemnatee will be free to pursue such remedies as may be available to it under this Agreement.

8.6 Calculation of Indemnity Payments.

(a) The amount of Losses payable under this Article VIII by the Indemnitor shall be reduced by any and all amounts recovered by the Indemnatee under applicable insurance policies or from any other Person alleged to be responsible therefor. If the Indemnatee receives any amounts under applicable insurance policies or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnitor, then such Indemnatee shall (unless such amounts were taken

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into account in calculating such Losses) promptly reimburse the Indemnitor for any payment made or expense incurred by such Indemnitor in connection with providing such indemnification up to the amount received by the Indemnatee, net of any expenses incurred by such Indemnatee in collecting such amount.

(b) The amount of Losses incurred by an Indemnatee shall be reduced to take account of any net Tax benefit actually realized by the Indemnatee arising from the incurrence or payment of any such indemnified amount.

(c) Solely for purposes of calculating the amount of Losses incurred arising out of or relating to any breach of a representation or warranty (and not for purposes of determining whether or not a breach has occurred), the references to “Material Adverse Effect” or other materiality qualifications (or correlative terms), including as expressed in accounting concepts, shall be disregarded.

8.7 Characterization of Indemnification Payments. Except as otherwise required by applicable law, the parties shall treat any indemnification payment made hereunder as an adjustment to the Purchase Price.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date received if personally delivered, (b) on the date delivered by a private courier as established by evidence obtained from the courier, (c) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next business day, or (d) upon receipt if sent by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

If to the Buyer, to:

Bloch & Guggenheimer, Inc.
c/o B&G Foods, Inc.
Four Gatehall Drive, Suite 110
Parsippany, NJ 07054
Attn: Scott E. Lerner
Vice President and General Counsel
Facsimile: 973-630-6550

With a required copy to:

Dechert LLP
30 Rockefeller Plaza
New York, NY 10112
Attn: Glyndwr P. Lobo
Facsimile: 212-698-3599

If to the Seller, to:

Mott's LLP
c/o Dr Pepper/Seven Up, Inc.
5301 Legacy Drive
Plano, Texas 75024
Attn: General Counsel
Facsimile: 972-673-8130

With a required copy to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Charles Engros
Facsimile: 212-309-6001

or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

9.2 Amendments and Waivers.

- (a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.
- (b) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- (c) No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.3 Expenses. Except as otherwise provided in this Agreement (including Section 5.8), each party shall bear its own costs and expenses in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties, whether or not the transactions contemplated by this Agreement and the Ancillary Agreements are consummated. Notwithstanding the foregoing, the Buyer shall be responsible for all filing and other fees related to filing any assignment, registration or other documentation for the transfer of the Business Intellectual Property.

9.4 Successors and Assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party, except that the Buyer may, without receiving the prior written consent of the Seller but subject to the Buyer providing written notice of such assignment to the Seller, assign its rights or obligations hereunder in whole or in part (i) to any of its Affiliates and (ii) through a collateral assignment to any lender providing financing in connection with the transactions contemplated by this Agreement, provided that, without the prior written consent of the Seller, no such assignment shall release the Buyer from its obligations hereunder. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9.5 Governing Law. This Agreement and the exhibits and schedules hereto shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

9.6 Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located within the County of New York in the State of New York for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby, and agrees to commence any such action, suit or proceeding only in such courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE)

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ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

9.7 Counterparts. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Agreement, and the delivery of the Ancillary Agreements and any other agreements and documents at the Closing, may be effected by means of an exchange of facsimile signatures.

9.8 No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder; provided, that the Buyer Indemnitees and Seller Indemnitees are intended third party beneficiaries of Sections 8.2 and 8.3, respectively.

9.9 Entire Agreement. This Agreement, the Ancillary Agreements, the Schedules and the other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto set forth the entire understanding of the parties hereto with respect to the transactions contemplated by this Agreement. All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement, except for the Confidentiality Agreement which shall continue in full force and effect in accordance with its terms.

9.10 Captions. All captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.12 Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLER:

MOTT'S LLP

By: /s/ David A. Gerics

Name: David A. Gerics

Title: Senior Vice President

BUYER:

BLOCH & GUGGENHEIMER, INC.

By: /s/ Robert C. Cantwell

Name: Robert C. Cantwell

Title: Executive Vice President of Finance

[Signature Page to Asset Purchase Agreement]

THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT
Dated as of December 22, 2005

This **THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this "Amendment") is among **B&G FOODS, INC.**, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time party to the Credit Agreement as lenders (the "Lenders"), and **LEHMAN COMMERCIAL PAPER INC.**, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

PRELIMINARY STATEMENTS:

A. The Borrower, the Lenders, the Administrative Agent and Lehman Brothers Inc., as Arranger, The Bank of New York, as Documentation Agent, and Bank of America, N.A., successor by merger to Fleet National Bank, as Syndication Agent, entered into a Revolving Credit Agreement, dated as of October 14, 2004, as amended by the First Amendment dated as of March 30, 2005 and by the Second Amendment dated as of September 9, 2005 (such Revolving Credit Agreement as so amended prior to the date hereof and together with all Annexes, Exhibits and Schedules thereto, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement); and

B. The Borrower has requested that the Lenders amend the Credit Agreement in connection with the contemplated purchase of certain assets of the Grandma's Molasses business by the Borrower or a Subsidiary of the Borrower (the "Grandma's Acquisition") to, among other things, provide for a term loan in an aggregate principal amount of \$25,000,000 and reduce the Total Revolving Credit Commitment to \$25,000,000, and the Lenders have agreed to such proposed amendments, subject to the other terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendments to Credit Agreement.** Subject to the satisfaction of the conditions set forth in Section 2 hereof, the Credit Agreement is amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical position:

"Commitment": with respect to any Lender, the sum of the Term Loan Commitment and the Revolving Credit Commitment of such Lender.

"Facility": each of (a) the Term Loan Commitments and the Term Loans made thereunder (the "Term Loan Facility") and (b) the Revolving Credit Commitments and the extensions of credit made thereunder (the "Revolving Credit Facility").

"Majority Facility Lenders": with respect to the Term Loan Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans outstanding and with respect to the Revolving Credit Facility, prior to any termination of

the Revolving Credit Commitments, the holders of more than 50% of the Total Revolving Credit Commitments and thereafter, of the Total Revolving Extensions of Credit.

"Molasses Acquisition": the acquisition by the Borrower or a Subsidiary of the Borrower of certain assets of the Grandma's Molasses business.

"Revolving Credit Facility": as defined in the definition of "Facility" in this Section 1.1.

"Revolving Credit Lender": each Lender that has a Revolving Credit Commitment or that is the holder of Revolving Credit Loans.

"Term Loan": as defined in Section 2.1.

"Term Loan Commitment": as to any Term Loan Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower hereunder in a principal amount not to exceed the amount set forth under the heading "Term Loan Commitment" opposite such Lender's name on Schedule 1 to the Lender Addendum delivered by such Lender, or, as the case may be, in the Assignment and Acceptance pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the Term Loan Commitments is \$25,000,000.

"Term Loan Facility": as defined in the definition of "Facility" in this Section 1.1.

"Term Loan Lender": each Lender that has a Term Loan Commitment or is the holder of a Term Loan.

"Term Loan Percentage": as to any Term Loan Lender at any time, the percentage which such Lender's undrawn Term Loan Commitment then constitutes of the aggregate undrawn Term Loan Commitments or, at any time after the Third Amendment Effective Date, the percentage which the aggregate principal amount of such Lender's Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding.

"Third Amendment": The Third Amendment to this Agreement dated as of December 22, 2005.

"Third Amendment Effective Date": the Amendment Effective Date as defined in the Third Amendment.

(b) The definition of “Aggregate Exposure” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Aggregate Exposure”: with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender’s Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender’s Term Loans and (ii) the amount of such Lender’s Revolving Credit Commitment then in effect or, if the Revolving Credit

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Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding.

(c) The definition of “Applicable Margin” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Applicable Margin”: (a) with respect to the Revolving Credit Loans, 2.00% in the case of Base Rate Loans and 3.00% in the case of Eurodollar Loans, provided that after the first Adjustment Date occurring after the completion of two fiscal quarters of the Borrower after the Closing Date, the Applicable Margin will be determined pursuant to the Pricing Grid and (b) with respect to the Term Loans, 1.75% in the case of Base Rate Loans and 2.75% in the case of Eurodollar Loans.

(d) The definition of “Available Revolving Credit Commitment” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.4(a)” with a reference to “Section 2.7(a)”.

(e) The definition of “Conduit Financing Arrangement” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.14(d)” with a reference to “Section 2.17(d)”.

(f) The definition of “Conduit Lender” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.14(d)” with a reference to “Section 2.17(d)”.

(g) The definition of “Eurodollar Loans” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Eurodollar Loans”: Revolving Credit Loans and Term Loans the rate of interest applicable to which is based upon the Eurodollar Rate”.

(h) Clause (b)(ii) of the definition of “Interest Period” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“(ii) any Interest Period that would otherwise extend beyond the Revolving Credit Termination Date or beyond the date final payment is due on the Term Loans, as the case may be, shall end on the Revolving Credit Termination Date or such due date, as applicable; and”

(i) The definition of “Revolving Credit Termination Date” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Revolving Credit Termination Date”: the five-year anniversary of the Third Amendment Effective Date.

(j) The definition of “L/C Obligations” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.23” with a reference to “Section 2.26”.

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(k) The definition of “Lender Addendum” contained in Section 1.1 of the Credit Agreement is hereby amended by adding the following clause at the end thereof: “and, with respect to any Term Loan Lender, a Lender Addendum in such other form as may be agreed to by the Administrative Agent, to be accepted and delivered on the Third Amendment Effective Date “.

(l) The definition of “Letters of Credit” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.19(a)” with a reference to “Section 2.22(a)”.

(m) The definition of “Non-Excluded Taxes” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.14(a)” with a reference to “Section 2.17(a)”.

(n) The definition of “Non-U.S. Lender” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.14(d)” with a reference to “Section 2.17(d)”.

(o) The definition of “Refunded Swing Line Loans” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.2” with a reference to “Section 2.5(c)”.

(p) The definition of “Refunding Date” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.2” with a reference to “Section 2.5(d)”.

(q) The definition of “Reimbursement Obligation” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.23” with a reference to “Section 2.26”.

(r) The definition of “Required Lenders” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Required Lenders”: at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding and (ii) the Total Revolving Credit Commitments then in effect or, if the Revolving Credit Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

(s) The definition of “Revolving Credit Commitment” contained in Section 1.1 of the Credit Agreement is hereby amended and restated so it reads as follows:

“Revolving Credit Commitment”: as to any Lender, the obligation of such Lender to make Revolving Credit Loans or participate in Swing Line Loans and participate in Letters of Credit, in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Revolving Credit Commitment” opposite such Lender’s name on Schedule 1 to the Lender Addendum delivered by such Lender, or, as the case may be, in the Assignment and Acceptance pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate

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amount of the Total Revolving Credit Commitments as of the Third Amendment Effective Date is \$25,000,000.

(t) The definition of “Revolving Credit Loans” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.1” with a reference to “Section 2.4”.

(u) The definition of “Swing Line Commitment” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.2” with a reference to “Section 2.5”.

(v) The definition of “Swing Line Loans” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.1(b)” with a reference to “Section 2.4(b)”.

(w) The definition of “Swing Line Participation Amount” contained in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to “Section 2.2” with a reference to “Section 2.5(d)”.

(x) Section 2 of the Credit Agreement is hereby amended and restated so it reads as set forth in Annex II.

(y) Section 3.16 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof: “The proceeds of Term Loans shall be used by the Borrower to consummate the Molasses Acquisition on the Third Amendment Effective Date”.

(z) Section 6.1(a) and Section 6.1(b) of the Credit Agreement are hereby amended and restated so each reads as follows:

“(a) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter, commencing with the fiscal quarter ending December 31, 2005, to exceed 6.50 to 1.00.”

(b) Consolidated Senior Leverage Ratio. Permit the Consolidated Senior Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter commencing with the fiscal quarter ending December 31, 2005, to exceed 4.00 to 1.00.

(aa) Section 8.6 of the Credit Agreement is hereby amended by replacing the term “Revolving Credit Loans” with the term “Loans”.

(bb) Section 9.1 of the Credit Agreement is hereby amended by:

(i) replacing the reference to “Section 2.12” with a reference to “Section 2.15”, the reference to “Sections 2.19 through 2.26” with a reference to “Sections

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2.22 through 2.29” and the reference to “Section 2.1(b) or Section 2.2(b)-(f)” with a reference to “Section 2.4(b) or Section 2.5(b)-(f)”;

(ii) replacing the word “or” immediately prior to clause (vi) thereof with “;”; and

(iii) inserting a new clause (vii) as follows

“or (vii) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the consent of all Lenders under such Facility.”

(cc) Section 9.6(b) of the Credit Agreement is hereby amended by (i) replacing the reference to “Sections 2.13, 2.14 and 2.15” with a reference to “Sections 2.16, 2.17 and 2.18” and the reference to “Section 2.14” with a reference to “Section 2.17” and (ii) adding the term “or Term Loan” immediately after “Revolving Credit Loan”.

(dd) Section 9.6(c) of the Credit Agreement is hereby amended by replacing the reference to “Sections 2.13, 2.14, 2.16” with a reference to “Sections 2.16, 2.17, 2.19”.

(ee) Section 9.7(a) of the Credit Agreement is hereby amended by replacing the reference to "Section 2.18" with a reference to "Section 2.21".

(ff) The Credit Agreement is hereby amended by including the new Exhibit G-3 attached hereto as Annex III.

2. **Conditions to Effectiveness.** The effectiveness of all the amendments contained in Section 1 of this Amendment are conditioned upon satisfaction of the following conditions precedent prior to or on January 30, 2006 (the date on which all such conditions precedent have been satisfied being referred to herein as the "Amendment Effective Date"):

(a) the Administrative Agent shall have received counterparts of this Amendment signed by each of the Borrower, the Administrative Agent and each of the Lenders;

(b) the Administrative Agent shall have received counterparts of the consent of the Guarantors attached hereto as Annex I (the "Consent") executed by each of the Guarantors;

(c) each of the representations and warranties in Section 3 below shall be true and correct in all material respects on and as of the Amendment Effective Date;

(d) the Administrative Agent shall have received payment in immediately available funds of all expenses incurred by the Administrative Agent (including, without limitation, legal fees) that are then due and payable and reimbursable under the Credit Agreement and for which invoices have been presented;

(e) the Borrower shall have consummated the Grandma's Acquisition pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of the date of this

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Amendment, between Mott's LLP and Bloch & Guggenheimer, Inc, as amended, supplemented or otherwise modified from time to time, provided that no material provision thereof shall have been waived, amended, supplemented or otherwise modified without the consent of the Required Lenders;

(f) in consideration of the amendments contained in this Amendment, the Borrower shall have paid to the Administrative Agent, for the account of each Lender that executes this Amendment no later than 12:00 noon. (New York time) on Thursday, December 8, 2005, (i) a fee equal to 0.25% of the Revolving Credit Commitments of such Lender (prior to giving effect to the reduction in the Total Revolving Credit Commitments contemplated hereby), it being agreed that the fees referred to in this clause shall be payable on the earlier of January 30, 2006 and the Amendment Effective Date and (ii) with respect to any Lender who has provided a Lender Addendum with respect to the Term Loans on or prior to such time, such additional fees as have been separately agreed upon; and

(g) The Administrative Agent shall have received a legal opinion from Dechert LLP in form and substance reasonably satisfactory to the Administrative Agent and a Supplemental Intellectual Property Security Agreement with respect to all registered Intellectual Property acquired pursuant to the Grandma's Acquisition, in form and substance reasonably satisfactory to the Administrative Agent.

3. **Representations and Warranties.** The Borrower represents and warrants to the Administrative Agent and the Lenders as follows:

(a) **Authority.** The Borrower has the corporate or other organizational power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Credit Agreement (as amended hereby). Each of the Guarantors has the corporate or other organizational power and authority to execute and deliver the Consent and to perform its obligations thereunder. The execution, delivery and performance (i) by the Borrower of this Amendment and the Credit Agreement (as amended hereby) and the transactions contemplated hereby and thereby and (ii) by the Guarantors of the Consent, in each case, have been duly authorized by all necessary corporate or other organizational action of such Person. Other than any required disclosure filings with the Securities and Exchange Commission, no material consent or authorization of, filing with, notice to, or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment, the Credit Agreement (as amended hereby) or the Consent.

(b) **Enforceability.** Each of the Consent and this Amendment has been duly executed and delivered on behalf of each Loan Party that is party thereto or hereto. Assuming the conditions precedent in Section 2 of this Amendment have been satisfied, each of the Consent, this Amendment and the Credit Agreement (as amended hereby) (i) constitutes a legal, valid and binding obligation of each Loan Party hereto or thereto, as applicable, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and (ii) is in full force and effect. Neither the execution or

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delivery of the Consent or this Amendment by the Borrower or any of the Guarantors, as applicable, or the performance by the Borrower or the Guarantors of their respective obligations under the Consent, this Amendment or the Credit Agreement (as amended hereby), will adversely affect the validity, perfection or priority of the Administrative Agent's Lien (for the ratable benefit of Secured Parties) on any of the Collateral or its ability to realize thereon.

(c) **Representations and Warranties.** After giving effect to this Amendment, the representations and warranties contained in the Credit Agreement and the other Loan Documents (other than any such representations and warranties that, by their terms, are specifically made as of a date other than the date hereof) are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof.

(d) **No Conflicts.** Neither the execution and delivery of the Consent or this Amendment, nor the consummation of the transactions contemplated hereby and thereby, nor the performance of and compliance with the terms and provisions hereof, thereof or of the Credit Agreement (as amended hereby) by any Loan Party will, at the time of such performance, (a) violate any Requirement of Law or any material Contractual Obligation of any

Loan Party, except for any such violation that could not reasonably be expected to have a Material Adverse Effect or (b) result in, or require, the creation or imposition of any Lien (other than Liens created by or otherwise permitted by the Loan Documents) on any of their respective properties pursuant to any Requirement of Law or any such Contractual Obligation.

(e) **No Default.** Both before and after giving effect to this Amendment, no event has occurred and is continuing that constitutes a Default or Event of Default.

4. **Reference to and Effect on the Loan Documents.**

(a) Upon and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. This Amendment is a Loan Document.

(b) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations under and as defined therein, in each case as modified hereby.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Secured Party under any of the Loan Documents, or, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Loan Documents.

5. **Counterparts.** This Amendment and the Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall

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constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment or the Consent by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment or Consent, as the case may be.

6. **Severability.** Any provision of this Amendment 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.

7. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: /s/ V. Paul Arzouian
Name: V. Paul Arzouian
Title: Authorized Signatory

B&G FOODS, INC.,
as Borrower

By: /s/ Robert C. Cantwell
Name: Robert C. Cantwell
Title: Executive Vice President of Finance
and Chief Financial Officer

LEHMAN COMMERCIAL PAPER INC.,
as a Lender

By: /s/ V. Paul Arzouian
Name: V. Paul Arzouian
Title: Authorized Signatory

THE BANK OF NEW YORK,
as a Lender

By: /s/ Frank S. Bridges
Name: Frank S. Bridges
Title: Vice President

ROYAL BANK OF CANADA,
as a Lender

By: /s/ James F. Disher
Name: James F. Disher
Title: Authorized Signatory

BANK OF AMERICA, N.A., successor by merger
to Fleet National Bank, as a Lender

By: /s/ Jana L. Baker
Name: Jana L. Baker
Title: Vice President

ANNEX I

CONSENT OF GUARANTORS

Each of the undersigned is a Guarantor of the Obligations of the Borrower under the Credit Agreement and hereby (a) consents to the foregoing Amendment, (b) acknowledges that notwithstanding the execution and delivery of the foregoing Amendment, the obligations of each of the undersigned Guarantors are not impaired or affected and all guaranties given to the holders of Obligations (including, without limitation, the Obligations after giving effect to the foregoing Amendment) and all Liens granted as security for the Obligations continue in full force and effect, and (c) confirms and ratifies its obligations under the Guarantee and Collateral Agreement and each other Loan Document executed by it. Capitalized terms used herein without definition shall have the meanings given to such terms in the Amendment to which this Consent is attached or in the Credit Agreement referred to therein, as applicable.

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Consent of Guarantors as of December , 2005.

BGH HOLDINGS, INC.
BLOCH & GUGGENHEIMER, INC.
POLANER, INC.
TRAPPEY'S FINE FOODS, INC.
MAPLE GROVE FARMS OF VERMONT, INC.
HERITAGE ACQUISITION CORP.
ORTEGA HOLDINGS INC.
WILLIAM UNDERWOOD COMPANY

By: /s/ Robert C. Cantwell
Name: Robert C. Cantwell
Title: Authorized Officer

ANNEX II

AMOUNT AND TERMS OF COMMITMENTS

2.1 **Term Loan Commitments.** Subject to the terms and conditions hereof, the Term Loan Lenders severally agree to make term loans (each, a "**Term Loan**") to the Borrower on the Third Amendment Effective Date in an amount for each Term Loan Lender not to exceed the amount of the Term Loan Commitment of such Lender. The Term Loans may from time to time be Eurodollar Loans or Base Rate Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.10.

2.2 **Procedure for Term Loan Borrowing.** The Borrower shall deliver to the Administrative Agent an irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, one Business Day prior to the anticipated Third Amendment Effective Date) requesting that the Term Loan Lenders make the Term Loans on the Third Amendment Effective Date and specifying the amount to be borrowed. The Term Loans made on the Third Amendment Effective Date shall initially be Base Rate Loans and may be converted to Eurodollar Loans pursuant to Section 2.10. Upon receipt of such Borrowing Notice the Administrative Agent shall promptly notify each Term Loan Lender thereof. Not later than 12:00 Noon, New York City time, on the Third Amendment Effective Date each Term Loan Lender shall make available to the Administrative Agent at the Funding Office an

amount in immediately available funds equal to the Term Loan to be made by such Lender. The Administrative Agent shall make available to the Borrower the aggregate of the amounts made available to the Administrative Agent by the Term Loan Lenders, in like funds as received by the Administrative Agent.

2.3 Repayment of Term Loans. The Term Loan of each Term Loan Lender shall mature on the five-year anniversary of the Third Amendment Effective Date and no interim amortization shall be required.

2.4 Revolving Credit Commitments; Swing Line Commitment. (a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans ("Revolving Credit Loans") to the Borrower from time to time during the Revolving Credit Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Revolving Credit Percentage of the L/C Obligations and Swing Line Loans then outstanding, does not exceed the amount of such Lender's Revolving Credit Commitment. During the Revolving Credit Commitment Period the Borrower may use the Revolving Credit Commitments by borrowing, prepaying the Revolving Credit Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Credit Loans may from time to time be Eurodollar Loans or Base Rate Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.10, provided that no Revolving Credit Loan shall be made as a Eurodollar Loan after the day that is one month prior to the Revolving Credit Termination Date.

(b) Subject to the terms and conditions hereof, the Swing Line Lender agrees to make available a portion of the credit otherwise available to the Borrower under the Revolving

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Credit Commitments from time to time during the Revolving Credit Commitment Period by making swing line loans ("Swing Line Loans") to the Borrower; provided that (i) the aggregate principal amount of Swing Line Loans outstanding at any time shall not exceed the Swing Line Commitment then in effect (notwithstanding that the Swing Line Loans outstanding at any time, when aggregated with the Swing Line Lender's other outstanding Revolving Credit Loans hereunder, may exceed the Swing Line Commitment then in effect) and (ii) the Borrower shall not request, and the Swing Line Lender shall not make, any Swing Line Loan if, after giving effect to the making of such Swing Line Loan, the aggregate amount of the Available Revolving Credit Commitments would be less than zero. During the Revolving Credit Commitment Period, the Borrower may use the Swing Line Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swing Line Loans shall be Base Rate Loans only.

(c) The Borrower shall repay all outstanding Loans on the Revolving Credit Termination Date.

2.5 Procedure for Borrowing Revolving Credit Loans and Swing Line Loans; Refunding of Swing Line Loans. (a) The Borrower may borrow Revolving Credit Loans under the Revolving Credit Commitments during the Revolving Credit Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, (i) three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (ii) one Business Day prior to the requested Borrowing Date, in the case of Base Rate Loans), specifying (A) the amount and Type of Revolving Credit Loans to be borrowed, (B) the requested Borrowing Date and (C) in the case of Eurodollar Loans, the length of the initial Interest Period therefor. Any Revolving Credit Loans made on the Closing Date shall initially be Base Rate Loans and may be converted to Eurodollar Loans pursuant to Section 2.10. Each borrowing under the Revolving Credit Commitments shall be in an amount equal to (x) in the case of Base Rate Loans, \$1,000,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Credit Commitments are less than \$1,000,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof, provided, that the Swing Line Lender may request, on behalf of the Borrower, borrowings under the Revolving Credit Commitments which are Base Rate Loans in other amounts pursuant to Section 2.5(c). Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its pro rata share of each borrowing of Revolving Credit Loans available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 Noon, New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent in like funds as received by the Administrative Agent.

(b) Whenever the Borrower desires that the Swing Line Lender make Swing Line Loans it shall give the Swing Line Lender irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swing Line Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Credit Commitment Period). Each borrowing under the Swing Line

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Commitment shall be in an amount equal to \$100,000 or a whole multiple of \$100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swing Line Loans, the Swing Line Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swing Line Loan to be made by the Swing Line Lender. The Administrative Agent shall make the proceeds of such Swing Line Loan available to the Borrower on such Borrowing Date in immediately available funds.

(c) The Swing Line Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swing Line Lender to act on its behalf), on one Business Day's notice given by the Swing Line Lender no later than 12:00 Noon, New York City time, request each Lender to make, and each Lender hereby agrees to make, a Revolving Credit Loan, in an amount equal to such Lender's Revolving Credit Percentage of the aggregate amount of the Swing Line Loans (the "Refunded Swing Line Loans") outstanding on the date of such notice, to repay the Swing Line Lender. Each Lender shall make the amount of such Revolving Credit Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Credit Loans shall be immediately made available by the Administrative Agent to the Swing Line Lender for application by the Swing Line Lender to the repayment of the Refunded Swing Line Loans.

(d) If prior to the time a Revolving Credit Loan would have otherwise been made pursuant to Section 2.5(c), one of the events described in Section 7(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swing Line Lender in its sole discretion, Revolving Credit Loans may not be made as contemplated by Section 2.5(c), each Lender shall, on the date such Revolving Credit Loan was to have been made pursuant to the notice referred to in Section 2.5(c) (the "Refunding Date"), purchase for cash an undivided participating interest in the then outstanding Swing Line Loans by paying to the Swing Line Lender an amount (the "Swing Line Participation Amount") equal to (i) such

Lender's Revolving Credit Percentage times (ii) the sum of the aggregate principal amount of Swing Line Loans then outstanding which were to have been repaid with such Revolving Credit Loans.

(e) Whenever, at any time after the Swing Line Lender has received from any Lender such Lender's Swing Line Participation Amount, the Swing Line Lender receives any payment on account of the Swing Line Loans, the Swing Line Lender will distribute to such Lender its Swing Line Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swing Line Loans then due); provided, however, that in the event that such payment received by the Swing Line Lender is required to be returned, such Lender will return to the Swing Line Lender any portion thereof previously distributed to it by the Swing Line Lender.

(f) Each Lender's obligation to make the Revolving Credit Loans referred to in Section 2.5(c) and to purchase participating interests pursuant to Section 2.5(d) shall be

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absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which such Lender or the Borrower may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 4; (iii) any adverse change in the condition (financial or otherwise) of the Borrower; (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.6 Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the appropriate Lender (i) the then unpaid principal amount of each Revolving Credit Loan and Swing Line Loan of such Lender on the Revolving Credit Termination Date (or such earlier date on which such Loans become due and payable pursuant to Section 7) and (ii) the principal amount of each Term Loan at maturity as set forth in Section 2.3 (or on such earlier date on which such Loans become due and payable pursuant to Section 7). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.12.

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

(c) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 9.6(d), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the Type thereof and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.6(b) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(e) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing any Revolving Credit Loans, Swing Line Loans or Term Loans, as the case may be, of such Lender, substantially in the forms of Exhibit G-1, G-2, and G-3, respectively,

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with appropriate insertions as to date and principal amount; provided that delivery of such notes shall not be a condition precedent to the making of the Loans on the Closing Date.

2.7 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Credit Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Credit Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Revolving Credit Termination Date (or any earlier date of termination of the Revolving Credit Commitments), commencing on the first of such dates to occur after the date hereof.

(b) The Borrower agrees to pay to the Agents the fees in the amounts and on the dates agreed to in writing by the Borrower and the Agents prior to the Closing Date.

2.8 Termination or Reduction of Revolving Credit Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent (which shall promptly notify each Lender thereof), to terminate the Revolving Credit Commitments or, from time to time, to reduce the amount of the Revolving Credit Commitments; provided that no such termination or reduction of Revolving Credit Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans and/or Swing Line Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Credit Commitments. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Credit Commitments then in effect.

2.9 Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty (except as otherwise provided herein), upon irrevocable notice delivered to the Administrative Agent at least three Business Days prior thereto in the case of Eurodollar Loans and at least one Business Day prior thereto in the case of Base Rate Loans, which notice shall specify the date and amount of

prepayment and whether the prepayment is of Revolving Credit Loans, Swing Line Loans or Term Loans and whether of Eurodollar Loans or Base Rate Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.18. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of prepayments of Base Rate Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Revolving Credit Loans shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof, and partial prepayments of Swing Line Loans shall be in an aggregate principal amount of \$100,000 or a whole multiple thereof.

2.10 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurodollar Loans to Base Rate Loans by giving the Administrative Agent at least two Business Days' prior irrevocable notice of such election, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto.

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The Borrower may elect, from time to time, to convert Base Rate Loans to Eurodollar Loans by giving the Administrative Agent at least three Business Days' prior irrevocable notice of such election (which notice shall specify the length of the initial Interest Period therefor); provided that no Base Rate Loan under a particular Facility may be converted into a Eurodollar Loan (i) when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions or (ii) after the date that is one month prior to the final scheduled termination or maturity date of such Facility. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loan; provided that no Eurodollar Loan under a particular Facility may be continued as such (i) when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations or (ii) after the date that is one month prior to the final scheduled termination or maturity date of such Facility, and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Eurodollar Loan shall be automatically converted to a Base Rate Loan on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.11 Minimum Amounts and Maximum Number of Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions, continuations and optional prepayments of Eurodollar Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurodollar Loans comprising each Eurodollar Tranche shall be equal to \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof and (b) no more than ten Eurodollar Tranches shall be outstanding at any one time.

2.12 Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each Base Rate Loan shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin.

(c) If all or a portion of the principal amount of any Loan or Reimbursement Obligations shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), all outstanding Loans and Reimbursement Obligations (whether or not overdue) shall bear interest at a rate per annum that is equal to (x) in the case of Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% and (y) in the case of Reimbursement Obligations, the rate applicable to Base Rate Loans plus 2%,

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and (ii) if all or a portion of any interest payable on any Loans and Reimbursement Obligations (whether or not overdue) or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to Base Rate Loans plus 2%, in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (after as well as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

2.13 Computation of Interest and Fees. (a) Interest, fees and commissions payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to Base Rate Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the Base Rate or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.13(a).

2.14 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(1) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(2) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such

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Interest Period shall be made as Base Rate Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as Base Rate Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then current Interest Period with respect thereto, to Base Rate Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

2.15 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower of Revolving Credit Loans and Term Loans hereunder, each payment by the Borrower of Revolving Credit Loans and Term Loans hereunder and any reduction of the Revolving Credit Commitments of the Lenders shall be made pro rata according to the respective Term Loan Percentages or Revolving Credit Percentages of the Lenders as applicable. Other than with respect to any substituted Lender in accordance with Section 2.21, each payment in respect of principal or interest in respect of the Revolving Credit Loans and Term Loans, each payment in respect of commitment fees payable hereunder shall be applied to the amounts of such obligations owing to the Lenders pro rata according to the respective amounts then due and owing to the Lenders. Each payment in respect of Reimbursement Obligations in respect of any Letter of Credit shall be made to the Issuing Lender that issued such Letter of Credit.

(b) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Payment Office, in Dollars and in immediately available funds. Any payment made after 12:00 Noon, New York City time, on any Business Day shall be deemed to have been made on the next succeeding Business Day. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(c) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the daily average Federal Funds Effective Rate for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender

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with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to Base Rate Loans under the relevant Facility, on demand, from the Borrower.

(d) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days of such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at a rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.16 Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(1) shall subject any Lender to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any Application or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Non-Excluded Taxes covered by Section 2.17 and changes in the rate of tax on the overall net income of such Lender);

(2) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate hereunder; or

- (3) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

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(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower setting out in reasonable detail the method of determination of such additional amounts (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of amounts payable hereunder.

2.17 Taxes. (a) All payments made by the Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent's or such Lender's having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement, provided, however, that the Borrower shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's failure to comply with the requirements of paragraph (d) or (e) of this Section or (ii) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, except to the extent that such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to Section 2.17(a).

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(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure. The agreements in this Section 2.17 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(d) Each Lender (or Transferee) that is not a citizen or resident of the United States of America, a corporation, partnership or other entity created or organized in or under the laws of the United States of America (or any jurisdiction thereof), or any estate or trust that is subject to federal income taxation regardless of the source of its income (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (and, in the case of a Participant or a Lender participating in a conduit financing arrangement, as defined in Section 7701(1) of the Code and the regulations thereunder (a "Conduit Financing Arrangement") (such Lender, a "Conduit Lender"), also to the Lender from which the related participation shall have been purchased or from which the designation of such Conduit Lender was made, as the case may be) two copies of either U.S. Internal Revenue Service Form W-8BEN, Form W-8ECI or Form W-8IMY, or, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest" a statement substantially in the form of Exhibit H and a Form W-8BEN or Form W-8IMY, or any subsequent versions thereof or successors thereto properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all payments by the Borrower under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Each Non-U.S. Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver. If any Non-U.S. Lender provides a Form W-8IMY, such Non-U.S. Lender must also attach the additional documentation that must be transmitted with Form W-8IMY, including the appropriate forms described in this Section 2.17(d). A Conduit Lender shall provide two copies of the appropriate withholding statements for all participants and parties to a potential Conduit Financing Arrangement to the Borrower and the Administrative Agent on or before the date of commencement of the potential Conduit Financing Arrangement.

(e) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's reasonable judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) If the Administrative Agent or any Lender receives a refund in respect of Non-Excluded Taxes or Other Taxes paid by the Borrower, which in the good faith judgment of such Lender is allocable to such payment, it shall promptly pay such refund, together with any other amounts paid by the Borrower in connection with such refunded Non-Excluded Taxes or Other Taxes, to the Borrower, net of all out-of-pocket expenses of such Lender incurred in obtaining such refund, provided, however, that the Borrower agrees to promptly return such refund to the Administrative Agent or the applicable Lender, as the case may be, if it receives notice from the Administrative Agent or applicable Lender that the Administrative Agent or such Lender is required to repay such refund.

(g) No Conduit Lender or other participant in a potential Conduit Financing Arrangement shall be entitled to receive any greater amount pursuant to Section 2.17 than the financing entity (as defined in Treas. Reg. § 1.881-3(a)(2)) would be entitled to receive pursuant to Section 2.17.

2.18 Indemnity. The Borrower agrees to indemnify each Lender for and to hold each Lender harmless from any loss or expense that such Lender may reasonably sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment or conversion of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid or converted, or not so borrowed, converted or continued, for the period from the date of such prepayment or conversion or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, (a) the commitment of such Lender hereunder to make Eurodollar Loans, continue Eurodollar Loans as such and convert Base Rate Loans to Eurodollar Loans shall forthwith be canceled and (b) such Lender's Loans then outstanding as Eurodollar Loans, if any, shall be converted automatically to Base Rate Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.18.

2.20 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.16, 2.17(a) or 2.19 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.16, 2.17(a) or 2.19.

2.21 Substitution of Lenders. Upon the receipt by the Borrower from any Lender (an "Affected Lender") of a claim under Section 2.16, 2.17 or 2.19, the Borrower may: (a) request one more of the other Lenders to acquire and assume all or part of such Affected Lender's Loans, Reimbursement Obligations and Revolving Credit Commitment; or (b) replace such Affected Lender by designating another Lender or a financial institution that is willing to acquire such Loans and Reimbursement Obligations and assume such Revolving Credit Commitment; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and Reimbursement Obligations, accrued interest and other amounts owing to such replaced Lender prior to the date of replacement (including all amounts then owing to such replaced Lender pursuant to Sections 2.16, 2.17 and 2.19), (iv) the Borrower shall be liable to such replaced Lender under Section 2.18 if any Eurodollar Loan owing to such replaced Lender shall be prepaid (or purchased) other than on the last day of the Interest Period relating thereto, (v) the replacement bank or institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, and (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 9.6 (provided that the Borrower or replacement Lender shall be obligated to pay the registration and processing fee).

2.22 L/C Commitment. (a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Lenders set forth in Section 2.25(a), agrees to issue letters of credit (the letters of credit issued on and after the Closing Date, together with the Existing Letters of Credit, collectively, the "Letters of Credit") for the account of the Borrower on any Business Day during the Revolving Credit Commitment Period in such form as may be approved from time to time by such Issuing Lender; provided that no Issuing Lender shall have

any obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Credit Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date which is five Business Days prior to the Revolving Credit Termination Date, provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above).

(b) No Issuing Lender shall at any time be obligated to issue any Letter of Credit hereunder if such issuance would conflict with, or cause such Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

2.23 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that an Issuing Lender issue a Letter of Credit by delivering to such Issuing Lender at its address for notices specified herein an Application therefor, completed to the reasonable satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request with respect to the requested Letter of Credit. Upon receipt of any Application, an Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall any Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by such Issuing Lender and the Borrower. Promptly after issuance by an Issuing Lender of a Letter of Credit, such Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower. Each Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit issued by it (including the amount thereof).

2.24 Fees and Other Charges. (a) The Borrower will pay a fee on the aggregate drawable amount of all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Revolving Credit Loans that are Eurodollar Loans, shared ratably among the Lenders and payable quarterly in arrears on each L/C Fee Payment Date after the issuance date. In addition, the Borrower shall pay to each Issuing Lender for its own account a fronting fee on the aggregate drawable amount of all outstanding Letters of Credit issued by it in an amount to be agreed upon from time to time between such Issuing Lender and the Borrower, payable quarterly in arrears on each L/C Fee Payment Date after the Issuance Date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse each Issuing Lender for such normal and customary costs and expenses as are incurred or charged by such Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

2.25 L/C Participations. (a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce each Issuing Lender to issue Letters of

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Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from each Issuing Lender, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Credit Percentage in each Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued by such Issuing Lender hereunder and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit by such Issuing Lender for which such Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to such Issuing Lender, upon demand, at such Issuing Lender's address for notices specified herein, an amount equal to such L/C Participant's Revolving Credit Percentage of the amount of such draft, or any part thereof, that is not so reimbursed.

(b) If any amount required to be paid by any L/C Participant to an Issuing Lender pursuant to Section 2.25(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit is paid to such Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to such Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 2.25(a) is not made available to such Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to Base Rate Loans under the Revolving Credit Facility. A certificate of such Issuing Lender submitted to any L/C Participant with respect to any such amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after an Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 2.25(a), such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by such Issuing Lender), or any payment of interest on account thereof, such Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to such Issuing Lender the portion thereof previously distributed by such Issuing Lender to it.

(d) Each Lender's obligation to purchase, pursuant to Section 2.25(a), such Lender's Revolving Credit Percentage in each Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued by such Issuing Lender hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which such Lender or the Borrower may have against such Issuing Lender, the Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the

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failure to satisfy any of the other conditions specified in Section 4; (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any other Loan Party; (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.26 Reimbursement Obligation of the Borrower. The Borrower agrees to reimburse each Issuing Lender on each date on which such Issuing Lender notifies the Borrower of the date and amount of a draft presented under any Letter of Credit and paid by such Issuing Lender (but in any event no such reimbursement shall be required before the date on which Base Rate Loans would be made (or the procedure specified in Section 2.25 would become applicable) as described in the last two sentences of this Section) for the amount of (a) such draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by such Issuing Lender in connection with such payment (the amounts described in the foregoing clauses (a) and (b) in respect of any drawing, collectively, the “Payment Amount”). Each such payment shall be made to such Issuing Lender at its address for notices specified herein in lawful money of the United States of America and in immediately available funds. Interest shall be payable on each Payment Amount from the date of the applicable drawing until payment in full at the rate set forth in (i) until the second Business Day following the date of the applicable drawing, Section 2.12(b) and (ii) thereafter, Section 2.12(c). Each drawing under any Letter of Credit shall (unless an event of the type described in clause (i) or (ii) of Section 7(f) shall have occurred and be continuing with respect to the Borrower, in which case the procedures specified in Section 2.25 for funding by L/C Participants shall apply) constitute a request by the Borrower to the Administrative Agent for a borrowing pursuant to Section 2.5 of Base Rate Loans in the amount of such drawing. The Borrowing Date with respect to such borrowing shall be the first date on which a borrowing of Revolving Credit Loans could be made, pursuant to Section 2.5, if the Administrative Agent had received a notice of such borrowing at the time of such drawing under such Letter of Credit.

2.27 Obligations Absolute. The Borrower’s obligations under Sections 2.22 through 2.28 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against any Issuing Lender, any L/C Participant, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees that each Issuing Lender and the L/C Participant shall not be responsible for, and the Borrower’s Reimbursement Obligations under Section 2.26 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. No Issuing Lender or L/C Participant shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Issuing Lender. The Borrower agrees that any action taken or omitted by an Issuing Lender under or in connection with any Letter of Credit issued by it or the related drafts or documents, if done in the absence of gross negligence or

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willful misconduct and in accordance with the standards or care specified in the Uniform Commercial Code of the State of New York, shall be binding on the Borrower and shall not result in any liability of such Issuing Lender or any L/C Participant to the Borrower.

2.28 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the relevant Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the relevant Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit issued by such Issuing Lender shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

2.29 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of Sections 2.22 through 2.28, the provisions of Sections 2.22 through 2.28 shall apply; provided, however, that any term, condition or provision of any Application which is in addition to, or the subject matter of which is not in, part of or covered by, the provisions of Sections 2.22 through 2.28 shall not be considered as being or deemed to be in conflict with or inconsistent with the provisions of Sections 2.22 through 2.28.

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ANNEX III

FORM OF TERM NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

\$

New York, New York
December , 2005

FOR VALUE RECEIVED, the undersigned, B&G FOODS, INC., a Delaware corporation (the “Borrower”), hereby unconditionally promises to pay to (the “Lender”) or its registered assigns at the Payment Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, the principal amount of (a) DOLLARS (\$), or, if less, (b) the unpaid principal amount of the Term Loan made by the Lender pursuant to Section 2.1 of the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.12 of the Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of the Term Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of Eurodollar Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Term Loan.

This Note (a) is one of the Term Notes referred to in the Credit Agreement dated as of October 14, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lender, the other banks and financial institutions or entities from time to time parties thereto, Lehman Brothers Inc., as advisor, lead arranger and book manager, Lehman Commercial Paper Inc., as administrative agent, (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon

which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 9.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

B&G FOODS, INC.,
as Borrower

By: _____
Name:
Title:

Schedule A
to Term Note

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

Date	Amount of Base Rate Loans	Amount Converted to Base Rate Loans	Amount of Principal of Base Rate Loans Repaid	Amount of Base Rate Loans Converted to Eurodollar Loans	Unpaid Principal Balance of Base Rate Loans	Notation Made By

Schedule B
to Term Note

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF EURODOLLAR LOANS

Date	Amount of Eurodollar Loans	Amount Converted to Eurodollar Loans	Interest Period and Eurodollar Rate with Respect Thereto	Amount of Principal of Eurodollar Loans Repaid	Amount of Eurodollar Loans Converted to Base Rate Loans	Unpaid Principal Balance of Eurodollar Loans	Notation Made By



**B&G Foods Announces Agreement to Acquire
Grandma's® Molasses from Cadbury Schweppes Americas Beverages**

— Company also Announces Amendment to Existing Credit Facility —

Parsippany, N.J., December 22, 2005—B&G Foods, Inc. (AMEX: BGF), a manufacturer and distributor of high quality, shelf-stable foods, today announced that a subsidiary of B&G Foods has signed an agreement to acquire the Grandma's Molasses brand from Mott's LLP, a Cadbury Schweppes Americas Beverages company, for \$30 million in cash and certain assumed liabilities.

Grandma's Molasses is the leading brand of premium-quality molasses sold in the United States. Grandma's Molasses is offered in two distinct styles: Grandma's Original Molasses and Grandma's Robust Molasses. These products are distributed nationally and in all trade channels, with the majority of sales originating from the grocery, food service and mass merchandiser segments of the market.

David L. Wenner, Chief Executive Officer of B&G Foods, stated, "We are very pleased to add Grandma's Molasses to our portfolio of brands. Not only does it complement our existing product offerings, but it also leverages our manufacturing and distribution capabilities. This transaction reflects our ongoing commitment to acquiring strong brands with leading market positions and high and sustainable margins at attractive valuations."

In connection with the signing of the purchase agreement, B&G Foods entered into an amendment to its existing credit facility. The amendment, which is subject to the closing of the acquisition and other customary closing conditions, provides for, among other things, a new \$25 million term loan and a reduction in the existing revolving credit facility commitments from \$30 million to \$25 million. B&G Foods intends to use the proceeds of the term loan together with cash on hand to fund the acquisition and to pay related transaction fees and expenses.

B&G Foods expects the acquisition of the Grandma's Molasses brand to close in January 2006, subject to the satisfaction of customary closing conditions.

Lehman Brothers Inc. acted as financial adviser to B&G Foods and Lehman Commercial Paper Inc. acts as administrative agent under B&G Foods' credit facility. Winchester Capital acted as financial adviser to Mott's.

About B&G Foods, Inc.

B&G Foods and its subsidiaries manufacture, sell and distribute a diversified portfolio of high-quality, shelf-stable foods across the United States, Canada and Puerto Rico. B&G Foods' products include Mexican-style sauces, pickles and peppers, hot sauces, wine vinegar, maple syrup, molasses, fruit spreads, pasta sauces, beans, spices, salad dressings, marinades, taco kits, salsas and taco shells. B&G Foods competes in the retail grocery, food service, specialty store, private label, club and mass merchandiser channels of distribution. Based in Parsippany, N.J., B&G Foods' products are marketed under many recognized brands, including *Ac'cent*, *B&G*, *B&M*, *Brer Rabbit*, *Emeril's*, *Joan of Arc*, *Las Palmas*, *Maple Grove Farms of Vermont*, *Ortega*, *Polaner*, *Red Devil*, *Regina*, *San Del*, *Ac'cent Sa-Son*, *Trappey's*, *Underwood*, *Up Country Organics*, *Vermont Maid* and *Wright's*.

About Mott's LLP and Cadbury Schweppes plc

Mott's LLP, a subsidiary Cadbury Schweppes Americas Beverages, which is a division of London-based Cadbury Schweppes plc (NYSE: CSG), is headquartered in Rye Brook, NY. Mott's is the nation's leading producer of branded apple sauce and apple juice.

Cadbury Schweppes is the world's largest confectionery company and has a strong regional presence in beverages in the Americas and Australia. With origins stretching back over 200 years, today Cadbury Schweppes' products—which include brands such as Cadbury, Schweppes, Halls, Trident, Dr Pepper, Snapple, Trebor, Dentyne, Bubblicious and Bassett—are enjoyed in almost every country around the world. The Group employs around 50,000 people.

Forward-Looking Statements

Statements in this press release that are not statements of historical or current fact constitute "forward-looking statements." Such forward-looking statements involve known and unknown risks, uncertainties and other unknown factors that could cause the actual results of B&G Foods to be materially different from the historical results or from any future results expressed or implied by such forward-looking statements. In addition to statements which explicitly describe such risks and uncertainties readers are urged to consider statements labeled with the terms "believes," "belief," "expects," "intends," "anticipates" or "plans" to be uncertain and forward-looking. The forward-looking statements contained herein are also subject generally to other risks and uncertainties that are described from time to time in B&G Foods' filings with the Securities and Exchange Commission.

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