

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of June 24, 2011 ("Escrow Agreement"), is by and among **PREMIUM FOODS ACQUISITION, INC.**, a Delaware corporation ("Depositor"); **CONTESSA PREMIUM FOODS, INC.**, a California corporation ("Recipient"); and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Escrow Agent hereunder ("Escrow Agent"). Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Sale Procedures referred to below, as in effect on the date hereof, and as attached as Exhibit A.

BACKGROUND

A. On January 26, 2011, Recipient commenced a case under chapter 11 of title 11 of the United States Code by filing a voluntary petition for relief with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court").

B. On May 9, 2011, the Bankruptcy Court entered an order authorizing Recipient, among other things, to conduct a sale process for either the entire Business, or for the Seafood Business, the Convenience Meals Business, and the Green Cuisine Plant separately, and approving the procedures attached thereto (the "Sale Procedures") with respect thereto (the "Sale Procedures Order").

C. In connection with its bid, Depositor has submitted to Recipient a form of Asset Purchase Agreement (the "Underlying Agreement").

D. The Sale Procedures Order provides that, in order to bid on the purchase of the Purchased Assets, bidders must make a deposit of 10% of the purchase price set forth in the bid in immediately available funds.

E. As part of the transactions contemplated by the Sale Procedures Order, Depositor and Recipient have agreed to enter into this Escrow Agreement, and Depositor has agreed to deposit the Escrow Funds (as defined below) with Escrow Agent.

F. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Depositor Representative" shall mean the person so designated on Schedule A hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent and the Recipient Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Escrow Agreement, together with any interest and other income thereon.

"Joint Written Direction" shall mean a written direction executed by the Representatives and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking an action pursuant to this Escrow Agreement.

"Recipient Representative" shall mean the persons so designated on Schedule A hereto or any other person designated in a writing signed by Recipient and delivered to Escrow Agent and the Depositor Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Escrow Funds. Simultaneously with its submission of its written bid for the acquisition of the Purchased Assets under the terms of the Sale Procedures Order, Depositor will transfer the Escrow Funds in the amount set forth on Schedule A hereto, representing the "Deposit," to Escrow Agent, by wire transfer of immediately available funds, to the account of the Escrow Agent referenced on Schedule A hereto.

4. Disbursements of Escrow Funds.

a. If the Depositor is selected as the Winning Bidder under the terms of the Sale Procedures Order, then, upon the closing of the sale of the Purchased Assets to Depositor (the "Closing"), Depositor and Recipient shall immediately sign a Joint Written Direction directing Escrow Agent to release to Recipient, all Escrow Funds to be applied against the amounts due from Depositor to Recipient at Closing.

b. If the Depositor is not selected as either the Winning Bidder or the Back-Up Bidder under the terms of the Sale Procedures Order, then Depositor and Recipient shall immediately

sign a Joint Written Direction directing Escrow Agent to release to Depositor all Escrow Funds within three (3) business days following the conclusion or cancellation of the Auction.

c. If Depositor is selected as the Back-Up Bidder under the terms of the Sale Procedures Order, and if Depositor is not thereafter selected as the Winning Bidder for purposes of closing the sale of the Purchased Assets, then notwithstanding anything to the contrary in the Sale Procedures, Depositor and Recipient shall immediately sign a Joint Written Direction directing Escrow Agent to release to Depositor all Escrow Funds within three (3) business days of the earlier of (i) August 1, 2011 (provided that, if Recipient shall have provided written notice to Depositor of its selection as the Winning Bidder within three (3) business days of August 1, 2011, then such date shall automatically be extended until August 15, 2011), (ii) termination of the Underlying Agreement by Depositor for any reason other than a Purchaser Default Termination (as defined in the Underlying Agreement), or (iii) the closing of the sale of the Purchased Assets to the Winning Bidder.

d. Subject to Section 5, if Escrow Agent receives a certificate signed by Recipient stating that: (i) Recipient has delivered a copy of such certificate to Depositor and (ii) Recipient has terminated the Underlying Agreement pursuant to a Purchaser Default Termination Escrow Agent shall release to Recipient all Escrow Funds; provided, however that no Escrow Funds shall be disbursed if Depositor delivers a written objection to such Purchaser Default Termination, signed by an officer of Depositor and setting forth in reasonable detail the reasons for such objection to Escrow Agent within two (2) business days of receipt of notice thereof.

e. Subject to Section 5, if Escrow Agent receives a certificate signed by Depositor stating that: (i) Depositor has delivered a copy of such certificate to Recipient in accordance with the notice provisions of the Underlying Agreement and (ii) the Underlying Agreement has been terminated for any reason other than a Purchaser Default Termination, Escrow Agent shall release to Depositor all Escrow Funds in accordance with, and subject to the terms of, the Underlying Agreement.

All disbursements of funds from the Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties (as defined below) pursuant to Section 10 and Section 11 below.

5. Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Depositor, Recipient or the Representatives with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Representatives have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 7 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take the following actions:

a. suspend the performance of any of its obligations (other than its obligation to keep safely all Escrow Funds), including without limitation any disbursement obligations, under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. upon 15 days prior written notice to Depositor and Recipient, petition (by means of an interpleader action or any other appropriate method) the Bankruptcy Court, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into the Bankruptcy Court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent, except to the extent such liability arises from its willful misconduct or gross negligence.

6. Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule A hereto. With the execution of this document, the parties hereto acknowledge receipt of prospectuses and/or disclosure materials associated with the investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. The Depositor and Recipient may provide instructions changing the investment of the Escrow Funds (subject to applicable minimum investment requirements) by the furnishing of a Joint Written Direction to the Escrow Agent; *provided, however*, that no investment or reinvestment may be made except in the following:

a. direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America;

b. certificates of deposit issued by any bank, bank and trust company, or national banking association located in the United States (including Escrow Agent and its affiliates) with capital surplus of at least \$500,000,000;

c. repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates) that are fully secured as to payment of principal and interest by collateral consisting of obligations described in Sections 6.a. or 6.b.;

d. any institutional money market fund offered by Escrow Agent, substantially all of which is invested in the investment categories described in Sections 6.a., 6.b., 6.c. and 6.e., including any institutional money market fund managed by Escrow Agent or any of its affiliates;

e. money market deposit accounts of any bank, trust company, or national banking association located in the United States (including the U.S. Bank Money Market Deposit Account offered by the Escrow Agent and its affiliates); provided that such bank, trust company or national association shall have capital surplus of at least \$500,000,000; or

f. commercial paper (including commercial paper issued by the Escrow Agent and its affiliates).

Each of the foregoing investments shall be made in the name of Escrow Agent. No investment shall be made in any instrument or security that has a maturity of greater than 90 days. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to the Representatives, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any disbursement of Escrow Funds permitted or required hereunder. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Funds. With respect to any Escrow Funds received by Escrow Agent after ten o'clock, a.m., New York, New York, time, Escrow Agent shall not be required to invest such funds or to effect any investment instruction until the next day upon which banks in New York, New York are open for business.

All entities entitled to receive interest on the Escrow Funds shall provide Escrow Agent with a W-9 or W-8 IRS tax form prior to the disbursement of interest and Escrow Agent will file the appropriate 1099 or other required forms pursuant to Federal and applicable state laws. A statement of citizenship will be provided if requested by Escrow Agent.

Any taxes payable on income earned from the investment of any sums held in the Escrow Funds shall be paid by the recipient thereof, whether or not the income was distributed by Escrow Agent during any particular year and to the extent required under the provisions of the Internal Revenue Code of 1986, as amended.

7. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days prior written notice to the Depositor and Recipient specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Representatives jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs

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and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

8. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions (including defined terms) of any agreement (including, without limitation, the Underlying Agreement and the Sale Procedures Order) other than this Escrow Agreement. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Depositor or Recipient. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in good faith in accordance with the opinion or instruction of such counsel. Depositor and Recipient, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised

by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, Depositor and Recipient, jointly and severally, shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Depositor or Recipient, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section 9 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Depositor or Recipient of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Depositor and Recipient, the respective rights and obligations of Depositor, on the one hand, and Recipient, on the other hand, under the Underlying Agreement.

10. Compensation to Escrow Agent.

a. Fees and Expenses. The Depositor shall compensate Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. The additional provisions and information set forth

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on Schedule A are hereby incorporated by this reference, and form a part of this Escrow Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Depositor upon demand by Escrow Agent. The obligations of Depositor under this Section 10 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

b. Security and Offset. Recipient, Depositor and the Representatives hereby grant to Escrow Agent and the Indemnified Parties a security interest in and lien upon the Escrow Funds to secure all obligations hereunder, and Escrow Agent and the Indemnified Parties shall have the right to offset the amount of any compensation or reimbursement due any of them hereunder (including any claim for indemnification pursuant to Section 9 hereof) against the Escrow Funds. If for any reason the Escrow Funds available to Escrow Agent and the Indemnified Parties pursuant to such security interest or right of offset are insufficient to cover such compensation and reimbursement, Depositor and Recipient shall promptly pay such amounts to Escrow Agent and the Indemnified Parties upon receipt of an itemized invoice.

11. Representations and Warranties; Legal Opinions. Each of Depositor and Recipient respectively makes the following representations and warranties to Escrow Agent:

(i) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder.

(ii) This Escrow Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

(iii) The execution, delivery, and performance of this Escrow Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement to which it is a party or any of its property is subject.

(iv) The applicable persons designated on Schedule A hereto have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as the Representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party.

(v) No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the

Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

(vi) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

12. Identifying Information. Depositor and Recipient acknowledge that a portion of the identifying information set forth on Schedule A is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"). To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

13. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree that the Bankruptcy Court shall have the sole and exclusive jurisdiction over any such proceeding. The Bankruptcy Court shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the Bankruptcy Court and agree to accept service of process to vest personal jurisdiction over them in the Bankruptcy Court.

14. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice.

15. Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by the Representatives and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

16. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of

such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

17. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof.

18. Entire Agreement. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

19. Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Depositor, Recipient and Escrow Agent.

20. Execution in Counterparts. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

21. Termination. Upon the first to occur of the disbursement of all amounts in the Escrow Funds pursuant to Section 4 of this Escrow Agreement or the disbursement of all amounts in the Escrow Funds into court pursuant to Section 5 or Section 8 hereof, this Escrow Agreement shall terminate and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

22. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Depositor or Recipient and become pecuniarily interested in any transaction in which the Depositor or Recipient may be interested, and contract and lend money to the Depositor or Recipient and otherwise act as fully and freely as though it were not Escrow Agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Depositor or Recipient or for any other entity.

23. Brokerage Confirmations. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. This language eliminates the need to send investment confirmations each time a trade is executed in the escrow account, and also eliminates the need for a separate letter from the parties waiving this requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed under seal as of the date first above written.

DEPOSITOR

PREMIUM FOODS ACQUISITION, INC.

By: Jared D. Wien
Title: _____

RECIPIENT

CONTESSA PREMIUM FOODS, INC.

By: John Z. Blazeovich
Title: _____

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**

By: _____
Title: _____

SCHEDULE A

1. Escrow Funds.

Escrow Funds amount: \$ _____

Escrow Funds wiring instructions: **U.S. BANK NATIONAL ASSOCIATION
CORPORATE TRUST
ST. PAUL, MN
ABA # 091000022
BNF: U.S. BANK N.A.
A/C: 180121167365
FOR: Premium Foods & Contessa
Pemiun Escrow
SEI#: 148762000
ATTN: Yeng Chang
TEL: 651-495-2148
FAX: 651-495-8087**

2. Escrow Agent Fees.

To Be Paid By Depositor

Acceptance Fee:	\$1,000.00
Annual Escrow Fee:	\$2,000.00
Attorney Fees:	\$2,000.00
TOTAL	\$5,000.00

The Acceptance Fee and the Annual Escrow Fee are payable upon execution of the escrow documents. In the event the escrow is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, remain due and payable, and if paid, will not be refunded. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an Escrow Account and are subject to reasonable adjustment based on final review of documents, or when the Escrow Agent is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Escrow Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

Unless otherwise indicated, the above fees relate to the establishment of one escrow account. Additional sub-accounts governed by the same Escrow Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

3. Investment Instructions

The Escrow Funds shall be invested in money market deposit accounts of any bank, trust company, or national banking association (including the U.S. Bank Money Market Deposit Account offered by the Escrow Agent and its affiliates).

4. Representatives.

The following person is hereby designated and appointed as Depositor Representative under the Escrow Agreement:

Name: Jared D. Wien

Specimen signature

The following person is hereby designated and appointed as Recipient Representative under the Escrow Agreement:

Name: John Z. Blazeovich

Specimen signature

Name: Suzanne Nuzzi

Specimen signature

5. Notice Addresses.

If to Depositor at: Sun Capital Partners, Inc.
5200 Town Center Circle
Suite 600
Boca Raton, FL 33486
ATTN: Jared D. Wien
Facsimile: 561-394-0550
Telephone: 561-394-0540

Principal Place of Business,
if different

with a copy to: Morgan, Lewis & Bockius LLP
One Oxford Centre
Thirty-Second Floor
Pittsburgh, PA 15219-6401
Attn: W. Ryan Davis

If to Recipient at: Contessa Premium Foods, Inc.
222 West 6th Street, 8th Floor
San Pedro, CA 90731
ATTN: John Z. Blazeovich
Facsimile: 310-832-8000
Telephone: 310-832-8333

with a copy to: Kelley Drye & Warren LLP
101 Park Ave
New York, NY 10178
Attn: Craig A. Wolfe
Facsimile: 212-808-7897

If to the Escrow Agent at: U.S. Bank National Association, as Escrow Agent
100 Wall Street, 16th floor
New York, NY 10005
ATTENTION: Corporate Trust
Facsimile: 212-509-3384

Exhibit A

Sale Procedures

[Attached]

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SALE PROCEDURES

Contessa Premium Foods, Inc., a California Corporation, debtor and debtor in possession herein (the “Debtor”), is seeking to sell the Green Cuisine Plant,¹ the Non-Plant Businesses and/or the Contessa Enterprise (the “Sale”). As contemplated by and incorporated into that certain Order (A) Approving Sale Procedures, Including Break-Up Fee, In Connection With The Proposed Sale At Auction Of The Contessa Enterprise, (B) Approving Procedures For The Assumption And Assignment Of Real And Personal Property Leases And Executory Contracts In Connection Therewith, (C) Approving Sale Of All Or Certain Contessa Enterprise Assets To The Highest And Best Bidder At Auction, and (D) Granting Related Relief (the “Sale Procedures Order”), the following procedures (the “Sale Procedures”) shall be the exclusive mechanism governing the Sale.

A. Due Diligence And Becoming A Potential Bidder

Any party that satisfies the following criteria in paragraphs 1 and 2 below in this Section A shall qualify as a “Potential Bidder” and shall be permitted to conduct due diligence with respect to the Green Cuisine Plant, the Non-Plant Businesses and/or the Contessa Enterprise.

1. Due Diligence

Upon execution of a confidentiality agreement (in form and substance satisfactory to the Debtor), which confidentiality agreement must permit the disclosure of the bidder’s identity to the Evaluation Committee,² and the delivery of a preliminary indication of interest to Imperial Capital, LLC, 2000 Avenue of the Stars, 9th Floor, South Tower, Los Angeles, California 90067, Attn.: Marc Bilbao and Nicole Fry,³ by no later than May 6, 2011 at 12:00 p.m. (prevailing Pacific Time),⁴ (i) any party that wishes to conduct due diligence with respect to the Green

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Procedures Order.
² If the Potential Bidder is a special purpose or similar entity, such disclosure shall include the equity holders of such Potential Bidder.
³ Imperial shall immediately distribute each preliminary indication of interest and all accompanying or related information it receives to the Debtor, the other Debtor’s Professionals and the Evaluation Committee.
⁴ Detailed instructions regarding the delivery of a preliminary indication of interest are set forth in the cover letter accompanying Imperial’s Confidential Information Memorandum in substantially the form annexed to these Sale Procedures as Exhibit 1.

1 Cuisine Plant, the Non-Plant Businesses and/or the Contessa Enterprise may be granted access to
2 all material information that has been or will be provided to other bidders; provided that, upon
3 notice to the each member of the Evaluation Committee, the Debtor shall retain the ability to
4 withhold trade secrets or other proprietary information from competitors, and (ii) a potential
5 purchaser shall be provided a form asset purchase agreement that shall be reasonably acceptable
6 to the Evaluation Committee (the "Form Agreement") relating to the Green Cuisine Plant, the
7 Non-Plant Businesses and/or the Contessa Enterprise, substantially in the form annexed to these
8 Sale Procedures as Exhibit 2.

9 **2. Evidence of Financial Wherewithal**

10 Any party wishing to move forward must provide Imperial with sufficient information to
11 demonstrate to the Debtor and the Evaluation Committee, in accordance with the Sale
12 Determination Process, that such party has the financial wherewithal and ability to consummate
13 the transactions contemplated in the Form Agreement with respect to the Green Cuisine Plant, the
14 Non-Plant Businesses and/or the Contessa Enterprise.

15 **B. The Submission Of Qualified Bids**

16 Only a Potential Bidder may submit a bid for the Green Cuisine Plant, the Non-Plant
17 Businesses and/or the Contessa Enterprise. A bid that, in the Debtor's reasonable business
18 judgment, in accordance with the Sale Determination Process, satisfies the following criteria in
19 paragraphs 1 through 5 below in this Section B shall be a "Qualified Bid", and a Potential Bidder
20 that submits a Qualified Bid shall be a "Qualified Bidder". Notwithstanding the foregoing, Wells
21 Fargo and GE Capital Public Finance ("GECPF"), to the extent of the validity, priority and
22 amount of their respective security interests, shall each be deemed to be a Qualified Bidder
23 pursuant to their respective rights to credit bid under section 363(k) of the Bankruptcy Code, and
24 any such credit bid of Wells Fargo or GECPF shall be a Qualified Bid without the necessity of
25 satisfying the criteria set forth in paragraphs 1 through 5 below in this Section B.

26 **1. Bid Deadline**

27 A Qualified Bid must be sent so as to be received by Imperial Capital, LLC, 2000 Avenue
28 of the Stars, 9th Floor, South Tower, Los Angeles, California 90067, Attn.: Marc Bilbao and

1 Nicole Fry, by no later than **June 8, 2011 at 4:00 p.m. (prevailing Pacific Time)** (the "Bid
2 Deadline").⁵

3 **2. Format Of A Qualified Bid**

4 A Qualified Bid must (1) be presented under a signed, irrevocable and binding contract,
5 marked to show any modifications made to the Form Agreement, including the name of the
6 Potential Bidder and other conforming changes that must be made to reflect the Potential Bidder
7 and its Qualified Bid, (2) signed by an individual authorized to bind the bidder, (3) not be subject
8 to obtaining financing, or future consent or approval, including, without limitation, consent of the
9 Potential Bidder's board of directors (or similar governing body), due diligence, or the receipt of
10 any consents, in each case, not otherwise required by the Form Agreement, as notated by the
11 Potential Bidder, or any other contingency (other than entry of an order approving the Sale), (4)
12 fully disclose the identity of each entity that will be bidding for the Green Cuisine Plant, the Non-
13 Plant Businesses and/or Contessa Enterprise or otherwise participating in connection with such
14 Qualified Bid, and the complete terms of any such participation, and (5) state such Potential
15 Bidder's offer is irrevocable and binding until the conclusion of the Auction and, if such Potential
16 Bidder is the Winning Bidder or the Back-Up Bidder (each as defined below), until the closing of
17 the sale of (as applicable) the Green Cuisine Plant, the Non-Plant Businesses and/or Contessa
18 Enterprise.

19 **3. Deposit**

20 A Qualified Bid must provide for a deposit of ten percent (10%) of the purchase price
21 (inclusive of liabilities to be assumed) set forth in such bid (the "Deposit"), which shall, upon
22 execution of the Qualified Bid be delivered either by a certified or bank check or by wire transfer
23 of immediately available funds as a minimum good faith deposit and shall be used to fund a
24 portion of the purchase price in the event that the Potential Bidder is the Winning Bidder.
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27 ⁵ Imperial shall immediately distribute each bid it receives to the Debtor, the other Debtor's
28 Professionals, and the Evaluation Committee.

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4. Financial Information

A Qualified Bid must be accompanied by sufficient and adequate information to demonstrate to the Debtor, in accordance with the Sale Determination Process, that such Potential Bidder has the financial wherewithal and ability to consummate the transactions contemplated in the Form Agreement, including evidence of adequate financing, a parent guaranty, or irrevocable letter of credit, if deemed appropriate, each in a form agreed upon by the Debtor. Such evidence shall include, but not be limited to, the most current audited and latest unaudited financial statements of the Potential Bidder or, if the Potential Bidder is an entity formed for the purpose of participating in the Auction, financials of the equity holder(s) of the Potential Bidder and the written commitment of the equity holder(s) of the Potential Bidder to be financially responsible for the Potential Bidder's obligations in connection with the sale. If the Potential Bidder is unable to provide such information, the Debtor may, in accordance with the Sale Determination Process, accept other information sufficient to demonstrate that the Potential Bidder has the financial wherewithal to consummate the sale.

5. Adequate Assurance

A Potential Bidder must provide a declaration attesting to such Potential Bidder's ability to provide adequate assurance of future performance with respect to the Green Cuisine Plant Leases and to any and all other real property leases and other executory contracts (the "Executory Contracts") to be assumed and assigned by the Debtor in connection with a sale of the Green Cuisine Plant, the Non-Plant Businesses and/or Contessa Enterprise. The declaration, or attachments to the declaration, shall include (i) the Potential Bidder's specific proposals for providing such adequate assurance in connection with the Green Cuisine Plant Leases and other Executory Contracts, and (ii) a summary of the Potential Bidder's discussions to date with the Plant Lease Parties in connection with such proposals.

6. Rejection Of Qualified Bids; Non-Conforming Bids

The Debtor may, in accordance with the Sale Determination Process, reject any Qualified Bid not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Sale Procedures Order or these Sale Procedures; provided that, notwithstanding

1 anything to the contrary therein, the Debtor shall have the right, in accordance with the Sale
2 Determination Process, to accept as a Qualified Bid any non-conforming bid for the Green
3 Cuisine Plant, the Non-Plant Businesses and/or Contessa Enterprise.

4 **7. The Debtor's Option To Select A Stalking Horse Bidder**

5 Based upon Qualified Bids received, the Debtor, in accordance with the Sale
6 Determination Process, may, but shall not be obligated to, at any time designate one or more
7 Qualified Bidders as a "Stalking Horse Bidder". Notice of selection of such Stalking Horse
8 Bidder or Bidders shall be immediately given to all Qualified Bidders, GECPP, the Plant Lease
9 Parties, and filed with the Court.

10 **(a) Break-Up Fee**

11 The Debtor may in its reasonable business judgment, and in accordance with the Sale
12 Determination Process, provide a selected Stalking Horse Bidder or Bidders (if any) with
13 customary and usual "stalking horse" protections, including a break-up fee and/or an expense
14 reimbursement in an amount not to exceed three percent (3%) of the purchase price (inclusive of
15 liabilities to be assumed) in the Qualified Bid of such Stalking Horse Bidder or Bidders (the
16 "Break-Up Fee").

17 **(b) Overbids Prior To Auction**

18 In the event that the Debtor selects one or more Stalking Horse Bidders, then (i) the bid of
19 each Potential Bidder, in order to constitute a Qualified Bid, shall, in addition to meeting the other
20 criteria set forth in these Sale Procedures, be in an amount that is sufficient to pay the Break-Up
21 Fee and result in additional consideration to the Debtor's estate in excess of the purchase price
22 offered by such Stalking Horse Bidder or Bidders of no less than one-half of one percent (0.5%)
23 of such purchase price, rounded up to the nearest \$50,000 increment (the "Overbid Amount"), and
24 (ii) each Qualified Bidder having previously submitted a Qualified Bid shall have the right to
25 increase its Qualified Bid; provided that any such increased Qualified Bid must (x) be increased
26 by no less than the Overbid Amount, and (y) be submitted so as to be received by Imperial
27 Capital, LLC, 2000 Avenue of the Stars, 9th Floor, South Tower, Los Angeles, California 90067,
28

1 Attn.: Marc Bilbao and Nicole Fry, on or before the Bid Deadline (or such subsequent date as the
2 Debtor, in accordance with the Sale Determination Process, shall determine).⁶

3 **8. Notification Prior To Auction And Deadline To Participate**

4 The Debtor, prior to the Auction, in accordance with the Sale Determination Process, will
5 inform in writing each Qualified Bidder of (i) the Qualified Bid or Qualified Bids that represent
6 the highest or otherwise best offer for the Green Cuisine Plant, the Non-Plant Businesses and/or
7 Contessa Enterprise as the starting bid at the Auction (each a "Highest Pre-Auction Qualified
8 Bid"); and (ii) the conditions (including the minimum overbid increment) for the submission at
9 the Auction of a bid that would be higher and better than the Highest Pre-Auction Qualified Bid
10 (a "Subsequent Qualified Overbid"). On or prior to **June 10, 2011 at 4:00 p.m. (prevailing**
11 **Pacific Time)**, each Qualified Bidder shall inform Imperial of its intention to participate in the
12 Auction.⁷

13 **C. The Auction**

14 Only Qualified Bidders will be permitted to attend and to participate at the Auction;
15 provided, however, that nothing herein precludes the Evaluation Committee, GECPPF and the
16 Plant Lease Parties from attending and participating in the Auction in their capacity as creditors of
17 the estate, consistent with these Sale Procedures. Qualified Bidders who wish to submit a
18 Subsequent Qualified Overbid at the Auction must attend the Auction in person or through an
19 authorized representative.

20 **1. Auction Date And Time**

21 The Auction shall be held on **June 13, 2011, commencing at 9:00 a.m. (prevailing**
22 **Pacific Time)** at the offices of Kelley Drye / White O'Connor, 10100 Santa Monica Blvd.,
23 Twenty Third Floor, Los Angeles, CA 90067, or at such other time, date and place as determined
24 and announced by the Debtor in accordance with the Sale Determination Process and following
25

26 ⁶ Imperial shall immediately distribute each overbid it receives to the Debtor, the other Debtor's
27 Professionals, and the Evaluation Committee.

28 ⁷ Imperial shall immediately apprise the Debtor, the other Debtor's Professionals, and the Evaluation
Committee.

1 consultation with GECPF and the Plant Lease Parties, for consideration of Subsequent Qualified
2 Overbids with respect to the Green Cuisine Plant, the Non-Plant Businesses and/or Contessa
3 Enterprise. The Auction may be adjourned as the Debtor deems appropriate in the exercise of its
4 reasonable business judgment, in accordance with the Sale Determination Process. If the Auction
5 is adjourned, reasonable notice of such adjournment and the time and place for the resumption of
6 the Auction shall be given to all Qualified Bidders.

7 **2. Failure To Receive Qualified Bids**

8 If no Qualified Bid from a Qualified Bidder is received on or prior to the Bid Deadline for
9 the Green Cuisine Plant, the Debtor, in accordance with the Sale Determination Process and
10 following consultation with GECPF and the Plant Lease Parties, may cancel the Auction and, in
11 its discretion, seek to reject the Green Cuisine Plant Leases and abandon all or a portion of the
12 other Green Cuisine Plant assets.⁸ If no Qualified Bid from a Qualified Bidder is received on or
13 prior to the Bid Deadline for the Non-Plant Businesses or the Contessa Enterprise, the Debtor, in
14 accordance with the Sale Determination Process, may choose to cancel the Auction with respect
15 to the Non-Plant Businesses and the Contessa Enterprise.

16 **3. Withdrawal Of Assets, Cancellation Of Auction**

17 The Debtor may withdraw assets from, adjourn and/or cancel the Auction as set forth
18 below and in these Sale Procedures:

- 19 (a) Removal of Assets. The Debtor may, in accordance with the Sale
20 Determination Process, withdraw one or more of the Green Cuisine
21 Plant, the Non-Plant Businesses and/or Contessa Enterprise from the
22 Auction at any time, including, without limitation, if none of the
Qualified Bids reaches a threshold amount warranting continuation of
the Auction as set forth in Section C(2) above.
- 23 (b) Cancellation. The Debtor, in the exercise of its reasonable business
24 judgment and in accordance with the Sale Determination Process, may at
25 any time cancel the Auction with respect to one or more of the Green
26 Cuisine Plant, the Non-Plant Businesses and/or Contessa Enterprise, and
proceed to seek approval of the Highest Pre-Auction Qualified Bid at the
Sale Approval Hearing (as defined below).

27 ⁸ The Debtor reserves the right to seek rejection of the Green Cuisine Plant Leases and abandon
28 the other Green Cuisine Plant assets on shortened notice.

1 **4. No Collusion**

2 Each Qualified Bidder participating at the Auction will be required to confirm that it has
3 not engaged in any collusion with respect to the Green Cuisine Plant, the Non-Plant Businesses
4 and/or Contessa Enterprise. Further, each Qualified Bidder participating at the Auction shall fully
5 disclose any agreement or other understanding of any kind or nature whatsoever with any current
6 or former insider or affiliate of the Debtor in connection with such Qualified Bid or with respect
7 to the operation of the Green Cuisine Plant, the Non-Plant Businesses, and/or Contessa Enterprise
8 following the closing of the sale.

9 **5. Other Terms**

10 The Debtor, in accordance with the Sale Determination Process, may make modifications
11 to the Auction rules and these Sale Procedures, as may be determined to be in the best interests of
12 the Debtor's estates or creditors announced by the Debtor from time to time prior to or during the
13 Auction; provided that such modifications are not materially inconsistent with these Sale
14 Procedures or the Sale Procedures Order.

15 **D. Selection Of The Winning Bidder**

16 Immediately at the conclusion of the Auction, the Debtor shall determine, in accordance
17 with the Sale Determination Process, which Qualified Bid or Qualified Bids, or Subsequent
18 Qualified Overbid or Subsequent Qualified Overbids, as applicable, constitutes the highest and
19 best offer for each of the Green Cuisine Plant, the Non-Plant Businesses and/or Contessa
20 Enterprise (each, a "Winning Bid"), and the Qualified Bidder or each of the Qualified Bidders
21 that has submitted a Winning Bid (each, a "Winning Bidder") shall execute and deliver to the
22 Debtor its Form Agreement with any necessary modifications (the "Winning Purchase
23 Agreement"). Notice of selection of such Winning Bidder or Bidders shall be immediately given
24 to the Key Creditor Group, any party known to have asserted a security interest or other interest in
25 the assets to be sold, all counterparties to real estate leases or executory contracts to be assumed
26 and assigned to such bidder or bidders, and any other party that requests to receive such notice on
27 or before the hearing on this Motion, and filed with the Court at least 24 hours prior to the Sale
28 Approval Hearing.

1 **E. The Sale Approval Hearing**

2 A hearing to approve the Winning Bid or the Winning Bids (the "Sale Approval Hearing")
3 shall be held before United States Bankruptcy Court for the Central District of California (the
4 "Court") on June __, 2011 at __: __.m. (prevailing Pacific Time).

5 **F. Executory Contracts**

6 **1. Notice To Counterparties**

7 As soon as reasonably practicable following the entry of the Sale Procedures Order, but in
8 any event no later than May 30, 2011, the Debtor shall provide notice to each counterparty to the
9 Green Cuisine Plant Leases and/or Executory Contracts of the Debtor's calculation of the
10 amounts that must be paid in connection with the assumption and assignment of the Green
11 Cuisine Plant Leases and/or Executory Contracts pursuant to section 365(b) of the Bankruptcy
12 Code (the "Cure Amount").

13 On or before May 30, 2011, the Debtor will provide on a confidential basis to each
14 counterparty⁹ to a Green Cuisine Plant Lease and/or Executory Contract designated for potential
15 assumption and assignment with (i) the identity of each Qualified Bidder, and (ii) information
16 regarding each Qualified Bidder's adequate assurance of future performance pursuant to section
17 365 of the Bankruptcy Code.¹⁰

18 **2. Objections**

19 If an objection is raised by a counterparty to any of the Green Cuisine Plant Leases and/or
20 Executory Contracts solely to the Cure Amount, and such dispute cannot be consensually
21 resolved prior to the Sale Approval Hearing, the Debtor may seek to assume such lease or
22 contract and assign it to a Winning Bidder; provided that the entire disputed Cure Amount must
23 be immediately paid upon such assumption and assignment, and the Debtor must segregate the
24 applicable disputed Cure Amount pending the resolution of such dispute by the Court or by

25 ⁹ Counterparties to Executory Contracts receiving information on a confidential basis regarding
26 the identity and adequate assurance of future performance of each Qualified Bidder includes
Jenny Craig, Inc.

27 ¹⁰ The Debtor shall thereafter immediately provide such information on a confidential basis to
28 counterparties to the Green Cuisine Plant Leases and/or Executory Contracts with respect to
any Qualified Bids received after May 30, 2011.

1 agreement of the parties, for payment to the counterparty or refund to the Winning Bidder. If an
2 objection is raised by a counterparty to any of the Green Cuisine Plant Leases and/or Executory
3 Contracts as to adequate assurance of future performance, and such dispute cannot be
4 consensually resolved prior to the Sale Approval Hearing, said objection will be determined by
5 the Court. Hearings on disputed Cure Amount(s) and/or adequate assurance of future
6 performance in connection with the Green Cuisine Plant Leases and/or Executory Contracts (as
7 applicable) shall be held (i) on the date of the Sale Approval Hearing, or (ii) on such other date as
8 the Court may designate.

9 **G. Irrevocability of Certain Qualified Bids**

10 Each Winning Bid shall remain open, irrevocable and binding upon each Winning Bidder;
11 provided that no Winning Bid shall be binding upon the Debtor until it has been approved by the
12 Court. The bid of the next highest Qualified Bidder (the "Back-Up Bidder") at the highest price
13 bid by such Qualified Bidder at the Auction, shall remain open and irrevocable until the closing of
14 the sale of (as applicable) the Green Cuisine Plant, the Non-Plant Businesses and/or Contessa
15 Enterprise. The Deposits of all other Qualified Bidders will be returned to such Qualified Bidders
16 no later than three (3) business days following the conclusion or cancellation of the Auction.

17 **H. Failure To Close**

18 Subject to the terms of the Winning Purchase Agreement, in the event a Winning Bidder
19 (as determined by the Debtor and approved by the Court) fails to consummate the proposed
20 transaction by the closing date contemplated in the Winning Purchase Agreement, (i) such
21 Winning Bidder shall be deemed to have forfeited its Deposit and the Debtor shall retain the
22 Deposit and reserve the right to pursue all available remedies, whether legal or equitable,
23 available to it, and (ii) the Debtor shall be authorized without further order of the Court to
24 consummate the proposed transaction with the Back-Up Bidder.

25 **I. Submission To Jurisdiction Of The Court**

26 All Potential Bidders will be deemed to have submitted to the jurisdiction of the Court
27 with respect to all matters related to the Auction or with respect to the Green Cuisine Plant, the
28 Non-Plant Businesses and/or Contessa Enterprise.

1 **J. Expenses**

2 Subject to the terms of the Winning Purchase Agreement or any other executed agreement
3 binding upon the Debtor, all Qualified Bidders shall bear their own costs and expenses in
4 connection with the Auction or with respect to the Green Cuisine Plant, the Non-Plant Businesses
5 and/or Contessa Enterprise.
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EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), dated effective as of _____, 2011, is made and entered into by and between Contessa Premium Foods, Inc., a California corporation (the "Seller"), and Premium Foods Acquisition, Inc., a Delaware corporation (the "Purchaser").

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to those terms in the Asset Purchase Agreement (as defined herein);

WHEREAS, the Seller and the Purchaser have entered into an Asset Purchase Agreement, dated as of June ____, 2011 (the "Asset Purchase Agreement"), pursuant to which, on the terms and subject to the conditions of the Asset Purchase Agreement, the Seller has agreed to sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser has agreed to purchase, acquire and accept from the Seller, all of Seller's right, title and interest in, to and under the Purchased Assets.

WHEREAS, pursuant to the Sale Approval Order and to the extent permitted by Applicable Law, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Purchaser has agreed to assume and timely perform, pay and discharge in accordance with their respective terms, the Assumed Liabilities.

NOW THEREFORE, the Seller and the Purchaser hereby agree as follows:

1. This Assignment is executed, delivered and accepted pursuant to, and is subject to, the Asset Purchase Agreement. The Asset Purchase Agreement shall at all times govern the rights and duties of the parties with respect to the Purchased Assets and Assumed Liabilities, and all interested parties are hereby given notice of its existence. If there is any conflict between the terms and provisions of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

2. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, effective on and as of the Closing Date, the Seller hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, acquires and accepts from the Seller, all of Seller's right, title and interest in, to and under the Purchased Assets. Nothing herein contained shall be deemed to sell, transfer, assign, convey or deliver the Excluded Assets to the Purchaser, and the Seller shall retain all right title and interest to, in and under the Excluded Assets.

3. Pursuant to the Sale Approval Order and to the extent permitted by Applicable Law, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, effective on and as of the Closing Date, the Purchaser hereby assumes and agrees to timely perform, pay and discharge in accordance with their respective terms, the Assumed Liabilities.

4. This Assignment shall be governed by all of the provisions of the Asset Purchase Agreement, unless the context otherwise requires, including but not limited to all provisions concerning construction, enforcement and governing law.

5. This Assignment shall be binding upon and inure to the benefit of the Purchaser and the Seller and the respective heirs, legal representatives, successors and permitted assigns of each.

6. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. This Assignment shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any principles of conflicts of law. By its execution and delivery of this Assignment, each of the parties hereto irrevocably and unconditionally agrees for itself that any legal action, suit or proceedings between any of the Seller, on the one hand, and the Purchaser, on the other hand, with respect to any matter under or arising out of or in connection with this Assignment or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court for that purpose only, and, by execution and delivery of this Assignment, each hereby irrevocably accepts and submits itself to the jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding.

8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed copy of this Assignment by way of telecopy or PDF shall constitute delivery hereof, provided that any party delivering by way of telecopy or PDF shall, as soon as reasonably practicable, deliver an originally executed counterpart of this Assignment to the other parties.

9. Neither the failure of any party hereto to exercise any right, power or remedy provided under this Assignment or to insist upon compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver by such party of its right to exercise any such right, power or remedy or to demand such compliance.

[signature page follows]

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

CONTESSA PREMIUM FOODS, INC.

By: _____
Name:
Title:

PREMIUM FOODS ACQUISITION, INC.

By: _____
Name:
Title:

EXHIBIT C

BILL OF SALE

This BILL OF SALE (the “Bill of Sale”), dated as of _____, 2011, is made and entered into by and among Premium Foods Acquisition, Inc., a Delaware corporation (“Purchaser”), and Contessa Premium Foods, Inc., a California corporation (“Seller”).

RECITALS

WHEREAS, Purchaser and Seller are parties to the Asset Purchase Agreement, dated as of June __, 2011 (the “Purchase Agreement”). Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, all of Seller’s right, title and interest in, to and under the Purchased Assets.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In consideration of the Purchase Price, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser does hereby purchase, acquire and accept from Seller, all of Seller’s right, title and interest in, to and under the Purchased Assets.
2. The Transaction has been approved by an order of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code.
3. This Bill of Sale and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Bill of Sale may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Bill of Sale will be deemed effective to modify or amend any part of this Bill of Sale or any rights or obligations of any person under or by reason of this Bill of Sale.
5. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any principles of conflicts of law. By its execution and delivery of this Bill of Sale, each of the parties hereto irrevocably and unconditionally agrees for itself that any legal action, suit or proceedings between any of the Seller, on the one hand, and the Purchaser, on the other hand, with respect to any matter under or arising out of or in connection with this Bill of Sale or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court for that purpose only, and, by

execution and delivery of this Bill of Sale, each hereby irrevocably accepts and submits itself to the jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding.

6. This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed copy of this Bill of Sale by way of telecopy or PDF shall constitute delivery hereof, provided that any party delivering by way of telecopy or PDF shall, as soon as reasonably practicable, deliver an originally executed counterpart of this Bill of Sale to the other parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale effective as of the date first above written.

CONTESSA PREMIUM FOODS, INC.

By: _____
Name:
Title:

PREMIUM FOODS ACQUISITION, INC.

By: _____
Name:
Title:

EXHIBIT D

1 Craig A. Wolfe (CA Bar No. 200870)
2 Jason R. Alderson (CA Bar No. 233176)
3 **KELLEY DRYE & WARREN LLP**
4 101 Park Avenue
5 New York, New York 10178-0002
6 Telephone: (212) 808-7800
7 Facsimile: (212) 808-7897
8 E-mail: cwolfe@kelleydrye.com;
9 jalderson@kelleydrye.com
10 *Counsel for Debtor*



7 Jeffrey N. Pomerantz (CA Bar No. 143717)
8 Jeffrey W. Dulberg (CA Bar No. 181200)
9 **PACHULSKI STANG ZIEHL & JONES LLP**
10 10100 Santa Monica Blvd., 11th Floor
11 Los Angeles, California 90067-4100
12 Telephone: (310) 277-6910
13 Facsimile: (310) 201-0760
14 E-mail: jpomerantz@pszjlaw.com; jdulberg@pszjlaw.com
15 *Local/Conflicts Counsel for Debtor*

13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **LOS ANGELES DIVISION**

16 In re:
17 CONTESSA PREMIUM FOODS, INC.,
18
19 Debtor.¹

Case No.: 2:11-bk-13454-PC

Chapter 11

**ORDER (A) APPROVING AND
AUTHORIZING THE SALE OF
SUBSTANTIALLY ALL OF THE ASSETS
OF THE DEBTOR FREE AND CLEAR OF
LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES, (B) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (C)
GRANTING RELATED RELIEF**

[Hearing Information To Come]

25
26 Upon consideration of the *Motion for Order (a) Approving Sale Procedures, Including*

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28 ¹ The Debtor is a California corporation, Fed. Tax I.D. No. 33-0020606. The Debtor's address is 222 West 6th Street, 8th Floor, San Pedro, California 90731.

1 *Break-Up Fee, in Connection With the Proposed Sale at Auction of the Contessa Enterprise; (b)*
2 *Approving Procedures for the Assumption and Assignment of Real and Personal Contessa*
3 *Enterprise Leases and Executory Contracts in Connection Therewith; (c) Approving Sale of All or*
4 *Certain Contessa Enterprise Assets to the Highest and Best Bidder at Auction; and (d) Granting*
5 *Related Relief the “Sale Motion”) [Dkt. No. 208] of Contessa Premium Foods, Inc., a California*
6 *Corporation, debtor and debtor in possession herein (the “Debtor”), pursuant to sections 105(a), 363*
7 *and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”); and*
8 *the Court having entered an order granting the relief requested in the Sale Motion with respect to*
9 *the approval of Sale Procedures² in connection with the proposed sale or other disposition (the*
10 *“Sale”) of the Green Cuisine Plant, the Non-Plant Businesses and/or the Contessa Enterprise, [Dkt.*
11 *No. 233] (as modified by that certain stipulation extending dates to the sale procedures [Dkt No.*
12 *320]),³ the “Sale Procedures Order”); and Qualified Bids from more than one Potential Bidder*
13 *having been submitted prior to the Bid Deadline and an Auction having been held pursuant to the*
14 *Sale Procedures Order and in accordance with the Sale Procedures; and following the submission of*
15 *Subsequent Qualified Overbids at the Auction, the Debtor, in accordance with the Sale*
16 *Determination Process, following the evaluation by the Evaluation Committee of each of the*
17 *Subsequent Qualified Overbids, having selected the Subsequent Qualified Overbid of Premium*
18 *Foods Acquisition, Inc. (“Purchaser”) as the Winning Bid for the Contessa Enterprise; and*
19 *Purchaser having executed and delivered to the Debtor its Form Agreement as modified following*
20 *the Auction in the form attached as Exhibit A hereto (the “Purchase Agreement”); and (i) notice of*

24 _____
25 ² Unless otherwise noted, capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Motion.

26 ³ Order Approving Stipulation and Agreement to Amend Order (A) Approving Sale Procedures, Including Break-
27 Up Fee, in Connection With the Proposed Sale at Auction of the Contessa Enterprise; (B) Approving
28 Procedures for the Assumption and Assignment of Real and Personal Property Leases and Executory Contracts
in Connection Therewith; (C) Approving Sale of All or Certain Contessa Enterprise Assets to the Highest and
Best Bidder at Auction; and (D) Granting Related Relief.

1 Cure Amounts and (ii) information regarding Purchaser's adequate assurance of future performance
2 pursuant to section 365 of the Bankruptcy Code having been given to each counterparty to the
3 Assumed Contracts and the Assumed Real Property Leases (each as defined in the Purchase
4 Agreement; the Assumed Contracts and the Assumed Real Property Leases, collectively, the
5 "Executory Contracts") pursuant to the Sale Procedures Order and in accordance with the Sale
6 Procedures; and the Sale Approval Hearing having been held before this Court on June 29, 2011, at
7 which time parties in interest were afforded an opportunity to be heard; and upon the record of the
8 Sale Approval Hearing; and upon consideration of the authorities set forth and arguments made in
9 the Sale Motion; and the Court having scheduled a hearing on July 13, 2011 at 9:30 a.m. pursuant to
10 Bankruptcy Rule 9019 to approve a compromise or settlement among the Debtor, the Official
11 Committee of Unsecured Creditors and John Z. Blazeovich relating to the Disputed Property (as
12 defined in the Purchase Agreement) (the "9019 Hearing"); and the Court having determined that the
13 relief sought in the Sale Motion and the entry of an order (this "Sale Approval Order") approving
14 the proposed Sale to Purchaser of the Purchased Assets (as defined in the Purchase Agreement) is in
15 the best interest of the Debtor, its estate, its creditors and all parties in interest; and the Court having
16 determined that the legal and factual bases set forth in the Sale Motion establish just cause for the
17 relief granted herein; and after due deliberation and sufficient cause appearing therefor,

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21 **IT IS HEREBY FOUND AND DETERMINED THAT:⁴**

22 **Jurisdiction, Final Order and Statutory Predicate**

23 A. The Court has jurisdiction to hear and determine the Sale Motion and to grant the
24 relief requested therein, pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b). This matter is a core
25 proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (K), (M), (N) and (O). Venue of the
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27
28 ⁴ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact when appropriate. Fed. R. Bankr. Pro. 7052.

1 Debtor's chapter 11 case and the Sale Motion is proper in this district under 28 U.S.C. §§ 1408 and
2 1409(a).

3 B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a),
4 363 and 365 of the Bankruptcy Code, as complemented by Bankruptcy Rules 2002, 6004 and 6006.
5

6 **Corporate Authority, Consents and Approvals**

7 C. The Debtor has full corporate power and authority to execute and deliver the
8 Purchase Agreement and all other documents contemplated thereby, and to consummate the Sale to
9 Purchaser. The Sale to Purchaser has been duly and validly authorized by all necessary corporate
10 actions of the Debtor. No consents or approvals other than the authorization and approval of this
11 Court are required for the Debtor to consummate the Sale to Purchaser.
12

13 **Notice of the Sale Motion**

14 D. As evidenced by the affidavits of service previously filed with this Court, (i)
15 pursuant to the Sale Procedures Order and in accordance with the Sale Procedures, the Debtor
16 provided proper, timely, adequate, and sufficient notice of (a) the Sale Motion, (b) the Sale, (c) the
17 Auction; (d) the Approval Hearing, and (e) the assumption and assignment of the Executory
18 Contracts, including Cure Amounts and the provision of adequate assurance of future performance;
19 and (ii) no other or further notice of the relief sought with respect thereto shall be required.
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21 E. A reasonable opportunity to object or be heard with respect to the Purchase
22 Agreement, the Sale Motion and the Sale to Purchaser has been afforded to all interested persons
23 and entities, including (i) the Office of the United States Trustee; (ii) counsel to the Official
24 Committee of Unsecured Creditors; (iii) Wells Fargo Bank, N.A. and its counsel, Paul, Hastings,
25 Janofsky & Walker LLP; (iv) General Electric Capital Corporation and GE Capital Public Finance,
26 Inc., and their counsel, Davis Wright Tremaine LLP; (v) Dedeaux Properties, LLC and its counsel,
27 DLA Piper LLP; (vi) all counterparties to the Executory Contracts; (vii) all federal, state, local
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1 regulatory or taxing authorities or recording offices that have a reasonably known interest in the
2 relief requested by the Motion; (viii) the Internal Revenue Service So. Cal.; (ix) the United States
3 Attorneys' Office; and (x) all entities on the 2002 service list as of the date of entry of the Sale
4 Procedures Order.⁵

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6 **Sound Business Purpose for the Sale Transaction**

7 F. As demonstrated by the testimony and/or other evidence proffered at the Sale
8 Approval Hearing and the representation of counsel made on the record of the Sale Approval
9 Hearing, the Debtor has marketed the Contessa Enterprise, including the Green Cuisine Plant and
10 the Non-Plant Businesses, and conducted the sale process pursuant to the Sale Procedures Order and
11 in accordance with the Sale Procedures fairly, and with adequate opportunity for interested parties
12 to submit Qualified Bids. The marketing and bidding processes were fair, proper, complete and
13 reasonably calculated to result in the highest and best value received for the Purchased Assets.
14

15 G. Good and sufficient reasons for approval of the Purchase Agreement and the Sale to
16 Purchaser have been articulated. The relief requested in the Sale Motion and the Sale to Purchaser
17 are within the reasonable business judgment of the Debtor.

18 H. The Debtor has demonstrated both (a) good, sufficient, and sound business purpose
19 and justification and (b) compelling circumstances for the entry into the Purchase Agreement and
20 the consummation of the Sale to Purchaser pursuant to section 363(b) of the Bankruptcy Code in
21 that, among other things, the immediate consummation of the Sale to Purchaser is necessary and
22 appropriate to maximize the value to the Debtor's estate. Such business reasons include, but are not
23 limited to, the facts that (a) there is substantial risk of deterioration of the value of the Purchased
24 Assets if the Sale to Purchaser is not consummated quickly; (b) the Purchase Agreement constitutes
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27 ⁵ Pursuant to the Sale Procedures Order, Imperial Capital, LLC provided the Sale Notice to all entities who
28 executed non-disclosure agreements with the Debtor in connection with the potential acquisition of any or all of
the Contessa Enterprise or who had otherwise expressed to the Debtor an interest in purchasing the Contessa
Enterprise or any part thereof.

1 the highest and best offer for the acquisition of the Purchased Assets; (c) the Purchase Agreement
2 and the transactions contemplated thereby present the best opportunity for the Debtor to preserve
3 and realize the value of the Debtor's assets for the benefit of its estate and creditors; and (d) unless
4 the Sale to Purchaser is consummated expeditiously as provided for in the Sale Motion and pursuant
5 to the Purchase Agreement, creditor recoveries may be diminished.

6
7 I. The Sale to Purchaser must be approved and consummated promptly in order to
8 preserve the viability of the Debtor's business as a going concern, and to maximize the value of the
9 Debtor's estate. Time is of the essence in consummating the Sale to Purchaser. Accordingly, cause
10 exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h).

11 J. The Debtor has demonstrated that (a) it is an exercise of sound business judgment to
12 assume the Executory Contracts and assign the Executory Contracts to Purchaser in connection with
13 the consummation of the Sale to Purchaser, and (b) the assumption and assignment of the Executory
14 Contracts is in the best interests of the Debtor, its estate and its creditors. Assumption and
15 assignment of the Executory Contracts to Purchaser is an essential component of the over-all
16 transaction for sale of the Purchased Assets to Purchaser and, accordingly, such assumptions and
17 assignments are reasonable, enhance the value of the Debtor's estate and do not constitute unfair
18 discrimination.
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22 Auction

23 K. On June 28, 2011, the Debtor conducted the Auction for the Purchased Assets
24 pursuant to the Sale Procedures Order and in accordance with the Sale Procedures. At the Auction,
25 the Debtor, in accordance with the Sale Determination Process and following the evaluation by the
26 Evaluation Committee of each of the Subsequent Qualified Overbids, determined, in its reasonable
27 business judgment, that the bid of Purchasers, as evidenced by the terms of the Purchase Agreement
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1 and as set forth on the record at the Auction, was the highest and best bid for the Contessa
2 Enterprise and the Debtor notified all Qualified Bidders in attendance at the Auction of the Winning
3 Bid.

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5 **Good Faith of Purchaser**

6 L. The terms and conditions set forth in the Purchase Agreement are fair and reasonable.
7 The Debtor and Purchaser negotiated the terms and conditions of the Purchase Agreement in good
8 faith and at arm's length, and Purchaser is entering into the Purchase Agreement in good faith and,
9 as such, is entitled to the protections afforded by section 363(m) of the Bankruptcy Code. The
10 Purchaser is not an "insider" as that term is defined in Section 101(31) of the Bankruptcy Code.

11 M. Purchaser has not engaged in any conduct that would cause or permit the Purchase
12 Agreement to be avoided under section 363(n) of the Bankruptcy Code. Specifically, Purchaser has
13 not acted in a collusive manner with any person and the Purchase Price (as defined in the Purchase
14 Agreement) was not controlled by any agreement among bidders.

15
16 **Highest and Best Offer**

17 N. The consideration provided by Purchaser for the Purchased Assets (a) represents the
18 highest and best offer for the Contessa Enterprise, (b) is fair and reasonable, and (c) will provide a
19 greater recovery for the Debtor's creditors than would be provided by any other practical, available
20 alternative. No other person or entity, other than Purchaser, has offered any amount for the
21 Contessa Enterprise that would give greater economic value to the Debtor's estate. A sale of the
22 Contessa Enterprise other than one free and clear of claims and interests would materially and
23 adversely affect the Debtor's estate, will yield substantially less value for the Debtor's estate, with
24 less certainty than the available alternatives, and thus the any alternative would be of substantially
25 less benefit to the Debtor's estate.
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1 O. The Purchase Agreement was not entered into for the purpose of hindering, delaying
2 or defrauding creditors and the Purchase Price thereunder constitutes reasonably equivalent value
3 and fair consideration under the Bankruptcy Code or under the laws of the United States, any state,
4 territory or possession thereof, or the District of Columbia.

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6 **Validity of Transfer**

7 P. The Debtor's bankruptcy estate is the sole and lawful owner of the Purchased Assets,
8 and title thereto is vested in the Debtor's estate pursuant to Section 541 of the Bankruptcy Code. The
9 transfer of the Purchased Assets to Purchaser pursuant to the Purchase Agreement is legal and valid,
10 and vests or will vest in Purchaser good and marketable title, and all of the Debtor's right, title, and
11 interest in, the Purchased Assets.

12 **Section 363(f) of the Bankruptcy Code is Satisfied**

13
14 Q. The transfer of the Purchased Assets to Purchaser pursuant to the Purchase
15 Agreement will vest Purchaser with all right, title, and interest of the Debtor in the Purchased Assets
16 free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the
17 Bankruptcy Code (except for (i) Permitted Encumbrances, and (ii) Assumed Liabilities (each as
18 defined in the Purchase Agreement)) including, but not limited to, (a) those that purport to give to
19 any party a right or option to effect any forfeiture, modification, right of first offer or refusal, or
20 termination of the Debtor's or Purchaser's interest in the Purchased Assets, or any similar rights, (b)
21 those relating to taxes arising under or out of, in connection with, or in any way relating to the
22 operation of the Purchased Assets prior to the Sale, (c) all mortgages, deeds of trust, security
23 interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands,
24 encumbrances, rights of use, hypothecations, easements, servitudes, restrictive covenants, leases,
25 subleases, covenants, rights of way, options, restrictions, or encroachments, or charges of any kind
26 or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of
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1 income or other exercise of any attributes of ownership, and (d) all debts arising in any way in
2 connection with any agreements, acts, or failures to act, of any of the Debtor or any of the Debtor's
3 predecessors or affiliates, claims (as defined in section 101(5) of the Bankruptcy Code), obligations,
4 liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions,
5 interests and matters of any kind and nature, whether known or unknown, contingent or otherwise,
6 whether arising prior to or subsequent to the commencement of the Debtor's chapter 11 case, and
7 whether imposed by agreement, understanding, law, equity or otherwise, and claims otherwise
8 arising under doctrines of successor liability (the foregoing liens, claims, interests and encumbrances
9 referred to in this Paragraph Q (including without limitation any claims or interests of Mr. Blazeovich,
10 any entity owned or controlled by him, and any of his family members, successors, assigns,
11 designees, representatives, employees or agents), shall be referred to hereinafter collectively as the
12 "Interests"), with all such Interests attaching to the proceeds of the Sale to Purchaser in the same
13 order of priority and with the same force and effect as such Interests enjoyed with respect to the
14 Purchased Assets. For the avoidance of doubt, the term "Interests" as used in this Sale Approval
15 Order shall not include, (i) the Permitted Encumbrances and (ii) to liens, claims, interests, and
16 encumbrances arising under or with respect to Assumed Liabilities, in each case to the extent
17 provided in the Purchase Agreement.

20 R. Purchaser would not have entered into the Purchase Agreement and would not
21 consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate
22 and its creditors, if the sale of the Purchased Assets to Purchaser were not free and clear of all
23 Interests, or if Purchaser could, or in the future, be liable for any Interests other than Assumed
24 Liabilities.

26 S. Subject to the terms of this Sale Approval Order, the Debtor may sell the Purchased
27 Assets free and clear of all Interests against the Debtor or its estate or the Contessa Enterprise

1 because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the
2 Bankruptcy Code has been or will be satisfied. The holders of such Interests in or against the
3 Debtor, its estate or the Contessa Enterprise, and non-Debtor parties to any related agreements who
4 did not object to the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the
5 Bankruptcy Code. Subject to the terms of this Sale Approval Order, holders of Interests fall within
6 one or more of the other subsections of section 363(f) and are adequately protected by having such
7 Interests, in each instance whether against the Debtor, its estate or the Contessa Enterprise, attach to
8 the proceeds to be received by the Debtor under the Purchase Agreement, subject to the same
9 priority and validity (and defenses and objections of the Debtor and other parties in interest, if any,
10 with respect thereto) as presently exist against the Debtor, its estate or the Contessa Enterprise in
11 which they allege such an Interest.
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14 T. The transactions contemplated under the Agreement do not amount to a
15 consolidation, merger or de facto merger of the Purchaser and the Debtor and/or the Debtor's
16 estate, there is no substantial continuity between the Purchaser and the Debtor, there is no
17 common identity between the Debtor and the Purchaser, there is no continuity of enterprise
18 between the Debtor and the Purchaser, the Purchaser is not a mere continuation of the Debtor or its
19 estate, and the Purchaser does not constitute a successor to the Debtor or its estate
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1 **Cure Amounts**

2 U. The Executory Contracts are unexpired leases and executory contracts which the
3 Debtor may assume under section 365(a) of the Bankruptcy Code. The payment or negotiated
4 resolution of the Cure Amounts shall be deemed sufficient in all respects (a) to cure defaults, if any,
5 existing prior to the date hereof under any of the Executory Contracts, within the meaning of section
6 365(b)(1)(A) of the Bankruptcy Code, and (b) to provide compensation or adequate assurance of
7 compensation to any counterparty to the Executory Contracts for any actual pecuniary loss to such
8 counterparty to any of the Executory Contracts resulting from a default prior to the date hereof under
9 any of the Executory Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.
10 Purchaser has provided adequate assurance of its future performance under the Executory Contracts
11 within the meaning of section 365(f)(2)(B) of the Bankruptcy Code.
12

13 **General Findings**

14 V. The sale and assignment of the Purchased Assets outside of a plan of
15 reorganization pursuant to the Purchase Agreement neither impermissibly restructures the rights of
16 the Debtor's creditors nor impermissibly dictates the terms of a liquidating plan of reorganization
17 for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.
18

19 **CONCLUSIONS OF LAW:**

20 Based on the foregoing Findings of Fact, IT IS HEREBY ORDERED, ADJUDGED AND
21 DECREED AS FOLLOWS:
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23 **General Provisions**

- 24 1. Except to the extent that relief was previously granted in the Sale Procedures Order,
25 the relief requested in the Sale Motion is GRANTED to the extent provided herein.
26 2. Any objections to the Sale Motion and the relief requested therein, including, but not
27 limited to, the Sale to Purchaser, the assumption by the Debtor of any Executory Contracts, or the
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1 assignment by the Debtor to Purchaser of any Executory Contracts, that have not been withdrawn,
2 waived, or settled, are denied and overruled on the merits with prejudice.

3 3. The terms and provisions of this Sale Approval Order shall be binding in all respects
4 upon the Debtor, its estate, creditors, members, managers and shareholders, Purchaser and its
5 officers, directors and members, all interested parties, and their respective successors and assigns,
6 including, but not limited to, all non-Debtor parties asserting any Interests in the Debtor, its estate or
7 the Contessa Enterprise, and shall inure to the benefit of the Purchaser, the Debtor, and their respective
8 successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may be
9 appointed in the Debtor's case.
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11 4. Notwithstanding anything to the contrary in this Sale Approval Order, Mr. Blazeovich
12 shall have the right at the 9019 Hearing, in the event that the Court does not approve a settlement or
13 compromise thereat (the "9019 Order"), to request that this Sale Approval Order, be vacated,
14 modified or revised but only with respect to the Disputed Property (the "Modification Request").
15 Accordingly, nothing under Section 363(m) of the Bankruptcy Code, or any other provision of law,
16 shall be deemed to preclude the vacatur, modification or revision of this Sale Approval Order as a
17 result of such Modification Request, but only with respect to the Disputed Property.
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19 5. The Court's findings of fact and conclusions of law in the Sale Procedures Order, including
20 the record of the hearing relating thereto, are incorporated herein by reference .
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Approval of the Purchase Agreement

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2 6. The Purchase Agreement, and all of the terms and conditions thereof, and the Sale to
3 Purchaser contemplated thereby, are hereby approved; *provided, however*, that, notwithstanding
4 anything herein to the contrary, the term “Purchased Assets,” as used therein, shall not include
5 United States Patent Appl. No. 12/365,137, “Multiple Access Microwave Oven, the inventions
6 described in said application or any Intellectual Property described therein.
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8 7. Pursuant to Bankruptcy Code section 363(b), the Debtor shall consummate the Sale
9 of the Purchased Assets to Purchaser pursuant to and in accordance with the terms and conditions
10 set forth in the Purchase Agreement and this Sale Approval Order.
11

12 8. Subject to the terms of this Sale Approval Order, the Debtor is hereby authorized and
13 directed immediately to transfer the Purchased Assets to Purchaser as of the Closing Date (as
14 defined in the Purchase Agreement). The Debtor is hereby further authorized and directed to
15 perform under, consummate and implement the Purchase Agreement, and to take any and all actions
16 and execute all documents necessary or appropriate to effect the terms of the Purchase Agreement,
17 and to take any and all further actions as may be reasonably requested by Purchaser for the purpose
18 of assigning, transferring, granting, conveying and conferring to Purchaser the Purchased Assets,
19 and assuming and assigning to Purchaser the Executory Contracts. The Purchaser shall have no
20 obligation to proceed with the Closing (as defined in the Purchase Agreement) until all conditions
21 precedent to its obligation to do so shall have been satisfied or waived.
22

23 9. The Purchase Agreement and any related agreements, documents, or other
24 instruments may be modified, amended, or supplemented in accordance with the Sale
25 Determination Process by the Debtor and Purchaser without further order of the Court; *provided*
26 that any such modification, amendment, or supplement is not material and does not have a material
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1 adverse effect on the Debtor's estate, affected creditors, or counterparties to the Executory
2 Contracts.

3 10. The failure specifically to include any particular provision of the Purchase
4 Agreement in this Sale Approval Order shall not diminish or impair the efficacy of such provision,
5 it being the intent of this Court that the Purchase Agreement and each and every provision, term,
6 and condition thereof be authorized and approved in its entirety.
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8 11. From and after the entry of this Sale Approval Order, the Debtor, and all third parties
9 with notice of the Sale to Purchaser shall not take or cause to be taken any action that would
10 interfere with the transfer of the Purchased Assets or any portion thereof to Purchaser in accordance
11 with the terms of the Purchase Agreement and this Sale Approval Order or the use, operation and
12 enjoyment by Purchaser of the Purchased Assets; *provided, however*, that nothing herein shall
13 prevent any party from participating in the 9019 Hearing.
14

15 12. The transfer of the Purchased Assets to Purchaser pursuant to the Purchase
16 Agreement is an exchange for consideration by Purchaser that constitutes reasonably equivalent
17 value and fair consideration under the Bankruptcy Code and under the laws of the United States,
18 any state, territory, possession or the District of Columbia.
19

20 **Deposit**

21 13. Upon entry of this Sale Approval Order and notwithstanding anything to the contrary
22 in the Purchase Agreement or any related document, including, without limitation, the Escrow
23 Agreement, (i) the Secured Lender's⁶ liens, claims, and interests shall immediately attach to the
24 Debtor's interest in the Deposit in accordance with the Cash Collateral Order and (ii) any Joint
25 Written Direction relative to treatment or disbursement of the Deposit to the Seller must include a
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27 ⁶ As defined in the *Stipulated Final Order (A) Authorizing the Debtor's Use of Cash Collateral, (B) Granting*
28 *Adequate Protection to Wells Fargo Bank, National Association, and (C) Granting Other Related Relief* (as
amended as of the date hereof, the "Cash Collateral Order") [Docket Nos. 185, 200, 258, and 305].

1 written direction executed by the Secured Lender to the Escrow Agent. At such time as the Deposit
2 would otherwise be payable to the Debtor, such Deposit shall instead be payable to the Secured
3 Lender unless otherwise agreed in writing by Purchaser, the Debtor, and the Secured Lender.

4 14. This Sale Approval Order shall modify the *Stipulated Second Amendment to*
5 *Stipulated Final Order (A) Authorizing the Debtor's Use of Cash Collateral, (B) Granting Adequate*
6 *Protection to Wells Fargo Bank, National Association, and (C) Granting Other Related Relief*
7 [Docket No. 305] (the "Second Amendment") to provide that the Debtor:

9 (a) must maintain a minimum cash balance in the Segregated Cash Collateral Account
10 of \$257,438 until the earlier of (i) the Closing or (ii) July 15, 2011; and

11 (b) will not receive the aggregate amount of Cash Collateral held in the Segregated
12 Cash Collateral Account (as defined in the Cash Collateral Order) upon entry of
13 this Sale Approval Order pursuant to paragraph 6 of the Second Amendment.
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15 The Debtor will be required to comply with all other terms and conditions of the Cash
16 Collateral Order (as amended). Upon the earlier of (i) the Closing, or (ii) July 15, 2011, the Secured
17 Lender shall be entitled, without further order of the Court, to immediately effect a setoff against
18 the balance of the Segregated Cash Collateral Account to be applied as a permanent principal
19 paydown of the Prepetition Secured Obligations (as defined in the Cash Collateral Order).
20

21 **Transfer of Assets Free and Clear**

22 15. At Closing, Purchaser shall acquire the Purchased Assets for the Purchase Price. Any
23 allocation of the Purchase Price to particular Purchased Assets as may be agreed between the Debtor
24 and Purchaser in or in connection with the Purchase Agreement shall not be binding on any party in
25 interest in connection with the allocation of the proceeds of the Sale among holders of the Interests.

26 16. Upon payment of the Purchase Price, (a) the Purchased Assets, pursuant to section
27 363(f) of the Bankruptcy Code, shall be transferred, and title passed, to Purchaser free and clear of
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1 all Interests of any kind or nature (except for the Permitted Encumbrances and those Interests
2 arising in connection with the Assumed Liabilities), with such Interests to attach to the proceeds of
3 the Sale in the same order, amount and priority as existed immediately prior to the commencement
4 of the Debtor's chapter 11 case, and (b) the Debtor is authorized and directed, on the date of the
5 Closing of the Sale and as a condition to the Secured Lender releasing its liens, claims, and interests
6 in the Purchased Assets, to pay in cash from the Sale proceeds received by the Debtor the claims of
7 and obligations owing to the Secured Lender, with any remaining unused portion of the Purchase
8 Price to be retained by the Debtor. Notwithstanding anything to the contrary contained herein or in
9 any of such releases or other documents, the obligations and liabilities of the Debtor to the Secured
10 Lender, insofar as such obligations and liabilities survive termination of the Secured Financing
11 Documents (as defined in the Cash Collateral Order) in accordance with this Sale Approval Order,
12 shall continue in full force and effect in accordance with their terms, and the Secured Lender shall
13 retain its liens and claims, as applicable, with respect to any assets of the Debtor's estate not
14 included in the Purchased Assets as security for such obligations and liabilities of the Debtor, if any,
15 as set forth in the Secured Financing Documents or the Cash Collateral Order, as applicable. In
16 connection with the payment of Prepetition Secured Obligations from the proceeds of the Sale, the
17 Debtor is hereby authorized to execute a payoff letter containing, among other things, releases of
18 liability and indemnifications of the Secured Lender.

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22 17. Except with respect to the Permitted Encumbrances and any Assumed Liabilities,
23 Purchaser shall not have any liability or responsibility for any liability or other obligation of the
24 Debtor arising under or related to the Purchased Assets. Without limiting the generality of the
25 foregoing, Purchaser shall not be liable for the Excluded Liabilities (as defined in the Purchase
26 Agreement), and Purchaser shall not be liable for any claims (as defined in section 101(5) of the
27 Bankruptcy Code) of any kind or nature, whether prepetition or postpetition, matured or un-matured,
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1 fixed or contingent, liquidated or unliquidated, known or unknown as of the Closing Date (other than
2 Permitted Encumbrances and the Assumed Liabilities), against the Debtor or any of its predecessors
3 or affiliates, and, as of the Closing, the Debtor is deemed to release and forever discharge the
4 Purchaser and any of its affiliates, successors and assigns from any and all claims, causes of action,
5 obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever,
6 known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets,
7 except in connection with the Permitted Encumbrances and Assumed Liabilities, and the Purchaser
8 shall have no successor liability to the extent this Court has the authority to order same under
9 applicable law.
10

11 18. Except as expressly permitted or otherwise specifically provided by the Purchase
12 Agreement, all persons and entities, including, but not limited to, all debt holders, equity holders,
13 governmental, tax, and regulatory authorities, lenders, trade and other creditors holding Interests of
14 any kind or nature whatsoever against the Debtor, its estate or the Contessa Enterprise (whether legal
15 or equitable, secured or unsecured, matured or unmatured, known or unknown, liquidated or
16 unliquidated, contingent or fixed, senior or subordinated) are hereby forever barred, estopped and
17 permanently enjoined from asserting any such Interests against Purchaser, its assignees or
18 successors, its property or assets, and all such Interests are hereby transferred to the proceeds of the
19 Sale, in the same order, amount and priority as existed immediately prior to the commencement of
20 the Debtor's chapter 11 case.
21

22 19. The transfer of the Purchased Assets to Purchaser pursuant to the Purchase
23 Agreement and this Sale Approval Order constitutes a legal, valid, and effective transfer of the
24 Purchased Assets, and shall vest in Purchaser the same right, title and interest of the Debtor in and to
25 the Purchased Assets free and clear of all Interests of any kind or nature whatsoever (except for any
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1 Permitted Encumbrances and Assumed Liabilities) notwithstanding any requirement for approval or
2 consent by any entity (as defined in section 101(15) of the Bankruptcy Code).

3 20. To the greatest extent available under applicable law, the Purchaser shall be
4 authorized, as of the Closing Date (as defined in the Purchase Agreement), to operate under any license,
5 permit, registration, and any other governmental authorization or approval of the Debtor with respect
6 to the Purchased Assets and the Executory Contracts, and all such licenses, permits, registrations, and
7 governmental authorizations and approvals are deemed to have been, and hereby are, directed to be
8 transferred to the Purchaser as of the Closing Date.

9
10 21. With respect to any Assumed Liabilities that constitute pre-petition or administrative
11 expense claims of the Debtor's trade vendors that have been incurred by the Debtor in the Ordinary
12 Course of Business (as defined in the Purchase Agreement) and have not been discharged prior to the
13 Closing, the Purchaser's assumption of such Assumed Liabilities will in the form of a trade credit
14 payable to each such trade vendor equal to twelve percent (12%) of the average monthly trade
15 receivables owed to such trade vendor from the Purchaser, excluding shipping and handling
16 charges, discounts, mark downs, taxes, duties, returns, bad debt and collection expenses, calculated
17 for a twelve (12) month period ending on each one-year anniversary of the Closing Date, and will be
18 payable to such trade vendor within forty-five (45) days of each one-year anniversary of the
19 Closing Date until the earlier of (i) the Purchaser paying an aggregate of \$1,000,000 of such trade
20 credits in accordance with this paragraph 20 or (ii) the date that is forty-five (45) days after the third
21 (3rd) anniversary of the Closing.

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23
24 **Assumption and Assignment of Executory Contracts**

25 22. Pursuant to sections 365(b), (e) and (f) of the Bankruptcy Code, and subject to the
26 Purchase Agreement and this Sale Approval Order, the Debtor is authorized to assume, and assign to
27 Purchaser, the Executory Contracts.

1 23. The Executory Contracts as to which (i) there has been no objection to assumption
2 thereof or to the proposed Cure Amount, or (ii) as to which an objection (a “Cure Objection”) was
3 interposed but resolved or withdrawn prior to the Sale Approval Hearing, shall, subject to payment
4 of the Cure Amounts (or such other amount as may be agreed to by Purchaser and a counter-party to
5 any Executory Contracts), be deemed assumed by the Debtor and assigned to Purchaser as of the
6 Closing Date, and Purchaser shall be deemed to have provided adequate assurance of its future
7 performance under such Executory Contracts and within the meaning of sections 365(b) and (f) of
8 the Bankruptcy Code.

10 24. The Executory Contracts as to which a Cure Objection was interposed solely as to the
11 Cure Amount, and which Cure Objection shall not have been resolved or withdrawn as of the date of
12 the Sale Approval Hearing, shall be deemed assumed by the Debtor and assigned to Purchaser as of
13 the Closing Date; provided that other than as sent forth in the Purchase Agreement, (i) Debtor shall
14 have paid the entire disputed Cure Amount, and (ii) the Debtor shall have segregated the applicable
15 disputed portion of such Cure Amount pending the resolution of such dispute by the Court or by
16 agreement of the parties, for payment to such counter-party or repayment to Debtor.

18 25. There shall be no accelerations, assignment fees, increases or any other fees charged
19 to Purchaser as a result of the assumption and assignment of any Executory Contracts.

21 26. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon
22 assignment of the Executory Contracts to Purchaser, (i) Purchaser shall have all of the rights of the
23 Debtor thereunder and each of the Executory Contracts shall remain in full force and effect for the
24 benefit of Purchaser notwithstanding any provision in any such Executory Contracts or in applicable
25 law that prohibits, restricts or limits in any way such assignment or transfer, (ii) upon payment or
26 negotiated resolution of the applicable Cure Amount, no defaults shall exist thereunder, monetary,
27 or non-monetary, and (iii) no Executory Contracts may be terminated, or the rights of any party

1 modified in any respect, including pursuant to any “change of control” clause, by any other party
2 thereto as a result of the consummation of the Sale.

3 27. Upon payment or negotiated resolution of the applicable Cure Amount and the
4 assignment of the Executory Contracts to Purchaser, Purchaser shall assume full responsibility and
5 liability for the Executory Contracts, and, pursuant to section 365(k) of the Bankruptcy Code, the
6 Debtor shall have no further responsibility, financial or otherwise, under any Executory Contracts
7 for any monetary or non-monetary defaults, breaches or other damages associated with the
8 Executory Contracts, arising or accruing subsequent to the Closing Date.

9
10 **Additional Provisions**

11 28. The consideration provided by Purchaser under the Purchase Agreement is fair and
12 reasonable and may not be avoided under section 363(n) of the Bankruptcy Code. Each and every
13 person or entity is hereby barred, estopped, and permanently enjoined from commencing or
14 continuing an action seeking relief under section 363(n) of the Bankruptcy Code.

15 29. The Purchase Agreement is the product of good-faith (as that term is used in section
16 363(m) of the Bankruptcy Code), arm’s-length negotiations, and Purchaser is and shall continue to
17 be in good faith (as that term is used in section 363(m) of the Bankruptcy Code) by proceeding to
18 consummate the Sale. Accordingly, the reversal or modification on appeal of the authorization
19 under this Sale Approval Order to consummate the Sale approved hereby shall not affect the validity
20 and enforceability of the Sale, unless such authorization is duly stayed pending such appeal.

21 Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.
22

23 30. Any person or entity in possession of any of the Purchased Assets shall surrender
24 such assets to Purchaser upon the Closing of the Sale.
25

26 31. Nothing contained in any plan of reorganization or liquidation confirmed in the
27 Debtor’s chapter 11 case or any order of this Court confirming such plan or in any other order in the
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1 Debtor's chapter 11 case (including any order dismissing the Debtor's chapter 11 case or entered
2 after any conversion of the Debtor's chapter 11 case to a case under chapter 7 of the Bankruptcy
3 Code), except any order of this Court made upon a permitted Modification Request, shall alter,
4 conflict with, or derogate from, the provisions of the Purchase Agreement or the terms of this Sale
5 Approval Order. The terms and provisions of the Purchase Agreement, as well as the rights and
6 interests granted pursuant to the Purchase Agreement and this Sale Approval Order, shall continue in
7 this or any superseding case and shall be specifically performable and enforceable against and
8 binding upon, and shall inure to the benefit of, the Debtor, its estate, Purchaser, and their respective
9 successors and permitted assigns, including any trustee, responsible officer or other fiduciary
10 hereafter appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the
11 Bankruptcy Code, and shall not be subject to rejection, revocation or avoidance. Such binding effect
12 is an integral part of this Sale Approval Order. Any trustee appointed in the Chapter 11 case or any
13 superseding case under chapter 7 of the Bankruptcy Code shall operate the business of the Debtor to
14 the fullest extent necessary to permit compliance with the terms of this Sale Approval Order and the
15 Purchase Agreement, and shall be and hereby is authorized to perform under the Purchase
16 Agreement without the need for any further order of this Court.

19 32. Neither Purchaser nor its affiliates, successors or assigns shall, as a result of the
20 consummation of the transaction contemplated by the Purchase Agreement or the Sale, (i) be or be
21 deemed to be a successor to the Debtor or its estate; (ii) have, de facto or otherwise, merged or
22 consolidated with or into the Debtor or its estate; or (iii) be a continuation or substantial
23 continuation of the Debtor or any business of the Debtor. Without limiting the foregoing, the
24 Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any
25 liability or obligation of the Debtor and/or its estate including, but not limited to, any bulk sales law,
26 successor liability, liability or responsibility for any claim against the Debtor or against an insider of
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1 the Debtor, or similar liability except as otherwise expressly provided in this Order or pursuant to
2 applicable law. In the event that Purchaser elects to be treated as a successor employer under
3 section 3121(a)(1) of the Internal Revenue Code, or makes an election to assume, on an employee by
4 employee basis, immigration-related liabilities with respect to former employees of the Debtor
5 hired by the Purchaser, the Purchaser shall not by reason of any such election be deemed to have
6 assumed any other liabilities or to be a successor for any other purpose.
7

8 33. The Debtor is hereby authorized and directed to take such steps, incur and pay such
9 costs and expenses, and take all such actions as may be reasonably necessary to fulfill any notice
10 requirements established by this Sale Approval Order.

11 34. The terms and provisions of the Purchase Agreement and other ancillary documents,
12 together with the terms and provisions of this Sale Approval Order, shall be binding upon and shall
13 govern the acts of all entities including, without limitation, the Debtor, any trustees thereof, its
14 estate, its creditors, its shareholders, and all interested parties, all filing agents, filing officers, title
15 agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies,
16 governmental units, secretaries of state, federal, state, and local officials, including, without
17 limitation, any such administrative or governmental authorities and all other persons and entities,
18 maintaining any authority relating to licensing, environmental, health, or safety laws, or who may
19 be required by operation of law, the duties of their office, or contract, to accept, file, register or
20 otherwise record or release any documents or instruments, or who may be required to report or
21 insure any title or state of title in or to the Purchased Assets or any portion thereof.
22

23 35. The provisions of this Sale Approval Order authorizing the sale and assignment of
24 the Purchased Assets free and clear of Interests and the Excluded Liabilities, shall be self-executing,
25 and neither the Debtor nor the Purchaser shall be required to execute or file releases, termination
26 statements, assignments, consents, or other instruments in order to effectuate, consummate and
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1 implement the provisions of this Sale Approval Order. Notwithstanding the foregoing, each and
2 every federal, state, and local governmental agency or department is hereby authorized to accept any
3 and all documents and instruments deemed by the Debtor and/or the Purchase to be necessary and
4 appropriate to consummate the transactions contemplated by the Purchase Agreement.

5
6 36. Except for Assumed Liabilities and Permitted Encumbrances, all Interests against the
7 Purchased Assets shall forthwith, upon the Closing Date, be removed and stricken, without further
8 order of the Court or act of any party, and any entity holding an Interest against the Purchased
9 Assets shall strike all such recorded liens, claims or encumbrances against the Purchased Assets as
10 provided for herein from their records, official and otherwise, with such Interests to attach to the
11 proceeds of the Sale in the same order, amount and priority as existed immediately prior to the
12 commencement of the Debtor's chapter 11 case.

13
14 37. If any person or entity asserting an Interest (except those in connection with
15 Permitted Encumbrances or Assumed Liabilities) has filed financing statements, mortgages,
16 construction liens, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens
17 or encumbrances with respect to the Purchased Assets, and has not delivered to the Debtor and/or
18 Purchaser prior to the Closing Date, in proper form for filing and executed by the appropriate
19 parties, termination statements, instruments of satisfaction, and/or releases of all liens or
20 encumbrances that the person or entity has with respect to the Purchased Assets, then (a) the Debtor
21 and Purchaser are hereby authorized and directed to execute and file such statements, instruments,
22 releases and other documents on behalf of the person or entity with respect to the Purchased Assets,
23 and (b) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this
24 Sale Approval Order, which, once filed, registered, or otherwise recorded, shall constitute
25 conclusive evidence of the release of all Interests against the Purchased Assets of any kind or nature
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1 whatsoever. The execution of any such document or the taking of any such action shall be, and
2 hereby is, deemed conclusive evidence of the authority of such person to so act.

3 38. This Sale Approval Order constitutes a final and appealable order within the
4 meaning of 28 U.S.C. § 158(a). All time periods set forth in this Sale Approval Order shall be
5 calculated in accordance with Bankruptcy Rule 9006(a).
6

7 39. To the extent that anything contained in this Sale Approval Order conflicts with a
8 provision in the Purchase Agreement, this Sale Approval Order shall govern and control.

9 40. The stay provisions of Bankruptcy Rules 6004(h) and 6006(d) are hereby waived,
10 and notwithstanding Bankruptcy Rule 6004(h) and 6006(d), to the extent applicable, Purchaser and
11 the Debtor may consummate the Sale to Purchaser pursuant to the Purchase Agreement at any time
12 after entry of this Sale Approval Order. The provisions of this Sale Approval Order are
13 nonseverable and mutually dependent.
14

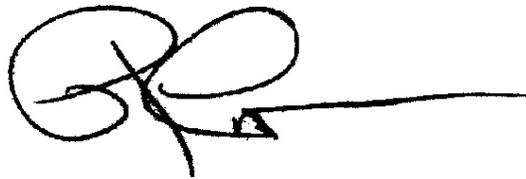
15 41. The findings of fact set forth above and conclusions of law stated herein shall
16 constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052,
17 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of
18 fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any
19 conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.
20

21 42. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with
22 respect to the Debtor to the extent necessary, without further order of this court, to allow the Purchaser
23 to deliver any notice provided for in the Purchase Agreement and allow the Purchaser to take any
24 and all actions permitted under the Purchase Agreement in accordance with the terms and conditions
25 thereof.

26 43. The Court shall retain jurisdiction over any matter or dispute arising from or relating
27 to the implementation and enforcement of this Sale Approval Order, including, but not limited to,
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1 interpreting and enforcing the terms and provisions of this Sale Approval Order, the Purchase
2 Agreement, and adjudicating, if necessary, any and all disputes relating to the Sale.
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26 DATED: July 1, 2011

27 _____
United States Bankruptcy Judge
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 11th Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document [**PROPOSED**] **ORDER (A) APPROVING AND AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEFF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”) – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On **June 30, 2011** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 30, 2011** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

By Personal Delivery

Honorable Peter H. Carroll, United States Bankruptcy Judge
United States Bankruptcy Court - Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Bin outside of Suite 1534
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

June 30, 2011
Date

Myra Kulick
Type Name

/s/ Myra Kulick
Signature

II. SERVED BY U.S. MAIL

Dedeaux Properties, LLC.

c/o Robert Santich, Mgr & Executive V.P.
c/o Ashok Aggarwal, Sr. V.P. Finance
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NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) **[ENTERED] ORDER (A) APPROVING AND AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of **June 30, 2011**, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

Service information continued on attached page

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Russell Clementson on behalf of U.S. Trustee United States Trustee (LA)
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Aram Ordubegian on behalf of Creditor Committee The Official Committee of Unsecured Creditors
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

Error! Unknown document property name.

F 9021-1.1.NOTICE.ENTERED.ORDER

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kdwbankruptcydepartment@kelleydrye.com

III. TO BE SERVED BY THE LODGING PARTY:

Please see attached service list

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Internal Revenue Service So. CA
IRS – Los Angeles
300 North Los Angeles Street, Room 1216
Los Angeles, CA 90012

Betsy Price, Tax Assessor
Box 961018
Ft. Worth, TX

LA County Tax Collector
P.O. Box 54018
Los Angeles, CA 90054

City of Los Angeles
Office of Finance
PO Box 53200
Los Angeles, CA 90053

City of Commerce
2535 Commerce Way
Scottsdale, AZ 85251

City of Scottsdale
7447 E Indian School Road Suite 210
Commerce, CA 90040

City of Seattle
Revenue & Consumer Affairs
PO Box 34907
Seattle, WA 98124

LA County Clerk
PO Box 53592
Los Angeles, CA 90053

Secretary of State
PO Box 944230
Sacramento, CA 94244

Secretary of State – PRD
PO Box 1467
Sacramento, CA 95814

State of New Jersey
Department of Labor
PO Box 929
Trenton, NJ 08646

State of New Jersey
Division of Employer Accounts
PO Box 059
Trenton, NJ 08646

State of Washington
Department of Finance
Seattle, WA 98124

US Department of Commerce
NOAA
PO Box 979008
St. Louis, MO 63197

United States Attorneys' Office
Andrew Birotte, Jr, USA
1200 U.S. Courthouse
312 North Spring Street
Los Angeles, CA 90012

United States Attorney General's Office
950 Pennsylvania Avenue
Washington, DC 20530

Dart Warehouse Corporation
1430 South Eastman Avenue
Los Angeles, CA 90023

Dart Warehouse Corporation
PO Box 23931
Los Angeles, CA 90023

Pacific Place Associates LP
222 West 6th Street, Suite 125
San Pedro, CA 80731

**Contessa Premium Foods
Chapter 11 Case No. 2:11-bk-13454-PC
2002 Mailing List**

Debtor

Contessa Premium Foods, Inc.
Attn: Suzanne Nuzzi
222 West 6th Street
San Pedro, CA 90731

United States Trustee
Russell Clementson
Office of the United States Trustee
725 S Figueroa St., 26th Floor
Los Angeles, CA 90017

Internal Revenue Service
Small Business/Self-Employed Division
Insolvency Unit, Area West, Territory 14, Gp7
Mail Stop 5022
300 N. Los Angeles Street
Los Angeles, CA 90012

Counsel to Creditors Committee

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Attn: Mette H. Kurth, Esq., Aram Ordubegian, Esq.,
Andy S. Kong, Esq., and M. Douglas Flahaut, Esq.
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Los Angeles, CA 90013-1065

Committee Member

Band D Foods
c/o Timothy B. Andersen, President
3494 S. TK Avenue
Boise, Idaho 83705

Committee Member

BrucePac
c/o Glen Golomski, President/CEO
811 North 1 st Street
Silverton, OR 97381

Committee Member

Dedeaux Properties, LLC.
c/o Robert Santich, Mgr & Executive V.P.
c/o Ashok Aggarwal, Sr. V.P. Finance
1430 S. Eastman Avenue
Los Angeles, CA 90023

Committee Member

Pacific Southwest Container
c/o James D. Mayol, Secretary/General Counsel
P.O. Box 3049
Modesto, CA 95353

Committee Member

Sage V Foods, Inc.
c/o Victor P. Vegas, President
12100 Wilshire Blvd., Suite 605
Los Angeles, CA 90025

Secured Lender

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Los Angeles, CA 90071

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Attorneys for Wells Fargo Bank

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Atlanta, GA 30308
United States of America

Secured Lender

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Eden Prairie, MN 55344

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Requests for Special Notice

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EXHIBIT E

THIRD ADDENDUM TO LEASE

This THIRD ADDENDUM TO LEASE (this “**Amendment**”) is made as of this _____ day of _____, 2011, by and between **DEDEAUX PROPERTIES, LLC**, a California limited liability company (“**Lessor**”) and **CONTESSA PREMIUM FOODS, INC.**, a California corporation (“**Lessee**”).

WHEREAS, Lessor’s predecessor-in-interest, Dedeaux Enterprises LLC, a California limited liability company, and Lessee entered into that certain “Standard Industrial/Commercial Single-Tenant Lease – Net” dated August 1, 2005 (together with all exhibits and addenda thereto, the “**Original Lease**”) as amended by that certain unsigned First Addendum to Lease dated April 3, 2008 (together with any exhibits and addenda thereto, the “**First Addendum**”) and that certain unsigned Second Addendum to Lease dated February 2010 (together with any exhibits and addenda thereto, the “**Second Addendum**”; the Original Lease, the First Addendum and the Second Addendum are collectively called the “**Existing Lease**”) for the lease of that certain approximately 105,000 square foot freezer and food processing facility having an address of 4000 Noakes Street, City of Commerce, Los Angeles County, California, together with an approximately 36,000 square foot right of way, and any related or appurtenant parking and loading areas (collectively, the “**Premises**”); and

WHEREAS, pursuant to that certain Order (the “**Order**”) of the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the “**Bankruptcy Court**”), entered on or about January 26, 2011 in Case No. 11-13454-PC (the “**Bankruptcy Case**”), Chapter 11 Bankruptcy proceedings filed with respect to Lessee and that certain Asset Purchase Agreement dated June 29, 2011, by and between Lessee and Premium Foods Acquisition, Inc. (together with its successors and/or assigns, “**Purchaser**”), as approved by such Bankruptcy Court (the “**APA**”), Purchaser purchased substantially all of the assets of Lessee; and

WHEREAS, Lessor and Lessee desire to amend the Existing Lease according to the terms of this Amendment which (as so amended, the “**Lease**”), as of the Effective Date (as hereinafter defined), are made part of the assumption and assignment of the Lease from Debtor to Purchaser pursuant to 11 U.S.C. §363; and

WHEREAS, Lessor and Lessee have separately agreed that (a) Lessor’s cure claim of \$589,088.37 shall be allowed at \$430,000 and paid by Lessee as part of the purchase transaction contemplated by the APA and (b) the remainder of Lessor’s \$589,088.37 cure claim (i.e. \$159,088.37 plus additional post-petition attorney’s fees for the month of June 2011, which is the amount of the cure claim that exceeds \$430,000) shall be waived upon payment of the \$430,000 allowed cure claim as part of the purchase transaction contemplated by the APA; and

WHEREAS, the execution of this Amendment is a condition precedent to the Purchaser’s obligation to Closing (as defined in the APA);

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by Lessor and Lessee to one another, and for the mutual promises contained herein and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor and Lessee amend the Lease as follows:

1. Lease Term. The Original Term as set forth in Section 1.3 of the Original Lease (as amended by the First Addendum and Second Addendum) is hereby extended by an additional five (5) years so that the Original Term will expire on December 31, 2027, without prejudice to any option to extend granted in the Existing Lease, except that any Rent during any such option period shall be as set forth on Exhibit A.

2. Base Rent. From and after the Effective Date until the termination of the Original Term (as hereby amended), Base Rent payable by Lessee under the Lease (inclusive of any increase in Base Rent attributable to Lessee's Change Requests under the Existing Lease and any Rent for the additional land identified in the Second Addendum) shall be as set forth in Exhibit A attached hereto and made a part hereof. Notwithstanding any other provision of the Lease (including any provision thereof prohibiting the set-off of rent by Lessee), to the extent Lessee pays or has paid Base Rent for any period beginning on or after the Effective Date, in excess of the Base Rent specified in this Amendment, Lessee shall be entitled to set-off against the next monthly Base Rent payment due under the Lease the excess of such Base Rent actually paid by Lessee for such prior period over the Base Rent required to be paid for such prior period pursuant to this Amendment. Base Rent payable by Lessee under the Lease for any option period exercised by Lessee pursuant to the terms thereof is set forth in Exhibit A attached hereto and made a part hereof.

3. Indemnification. The last sentence of Section 7.3(b) of the Original Lease is hereby amended and restated in its entirety as follows:

For work which costs more than One Million Constant Dollars (\$1,000,000), Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to one and one-quarter times the estimated cost of such Alteration or Utility installation and/or upon Lessee's posting a commercially reasonable security deposit with Lessor. "**Constant Dollars**" means the equivalent purchasing power at any time of the value of One Dollar (\$1.00) in 2011. The Constant Dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction, the numerator of which is the difference between: (a) the average CPI for the twelve (12) months last published prior to the date of such determination; and (b) the average CPI for 2011, and the denominator of which is the average CPI for 2011. "**CPI**" means the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Los Angeles-Riverside-Orange County, California Statistical Area (All Items, Base Year 1982-84 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index agreed to by the parties hereto if such index is changed or is no longer available.

4. Assignment and Subletting. In Section 12.1(b) of the Original Lease, "twenty-five percent (25%)" is replaced with "fifty-one percent (51%)." In Section 12.1(c) of the Original Lease, the word "financing" is deleted and the phrase "twenty-five percent (25%)" is replaced with "thirty percent (30%)." Notwithstanding anything to the contrary contained in the Existing Lease, Lessee

shall have the right, without Lessor's consent or approval, to transfer all or substantially all of the assets or control of any entity that directly or indirectly owns the voting control of Lessee.

5. Inducement Recapture. Section 13.3 of the Original Lease shall be limited to those inducements (if any) that are granted by Lessor to Purchaser after the Lease is assigned to Purchaser. For the avoidance of doubt, no reduction in rent, extension of term or other provision of this Amendment shall be deemed an inducement subject to Section 13.3 of the Original Lease.

6. Option Term Assignability. Section 39.2 of the Original Lease shall be deleted in its entirety and replaced with the following: "Notwithstanding any provision of this Lease to the contrary, the Options granted by this Lease shall not be personal to Lessee but shall be fully transferrable and assignable to any person or entity to whom the Lease is assigned, whether such interest is transferred intentionally or by operation of law."

7. Lessor's Lien Waiver and Collateral Access. Notwithstanding any provision of the Lease to the contrary, in no event (including a default under the Lease) shall Lessor have any liens, rights, security interests or claims in the furniture, fixture equipment or other personal property of Lessee located at the Premises (collectively, "**Personal Property**"), and Lessor waives any such statutory or other rights it may have and agrees to execute and deliver to Lessee and any party providing financing to Lessee and/or secured by such Personal Property, within twenty (20) days after request therefor, any commercially reasonable document required by Lessee or such other party in order to evidence the foregoing and to afford such secured party commercially reasonable access to the Premises on terms and conditions reasonably acceptable to Lessor to inspect, remove and otherwise exercise its rights in and to the Personal Property, in form and substance reasonably acceptable to Lessee including, at Lessee's election, in substantially the form or content attached hereto as Exhibit B. Either before or after the installation or placement of any new Personal Property upon the Premises, and regardless of whether any such financing or security shall be in the form of a mortgage, security agreement, equipment lease, equipment sale-leaseback or otherwise, and in the event such a secured party thereunder shall require a copy of any notice of default sent by Lessor to Lessee under this Lease also be sent to such secured party, then Lessor shall simultaneously send a copy of any such notice to such secured party at the address furnished to Lessor, such copy to be sent to such secured party in the same manner as notices are required to be sent to Lessee hereunder.

8. Lessor Certifications. Lessor certifies that as of the date of this Amendment, the amount of any security deposit on deposit with Lessor for the account of Lessee is \$0.00 ("**Security Deposit**"). Lessor hereby agrees and acknowledges that, in connection with the assumption and/or assignment of the Existing Lease, neither Purchaser nor its respective affiliates, successors and assigns (including the new tenant if the Existing Lease is assigned to and assumed by Purchaser or its affiliates) shall be liable for any cure costs or similar obligations that have arisen or may arise on account of scheduled payments, defaults or any other events prior to the Effective Date; provided, however, that on the Effective Date Purchaser shall replenish the Security Deposit to the amount of \$94,189.

9. Conditions to Effectiveness of Amendment. The effectiveness of this Amendment is subject to the complete satisfaction of all of the following conditions (the date on which all of the following conditions are satisfied is called the "**Effective Date**"):

(a) this Amendment shall have been fully executed and delivered by each party to the other;

(b) the Order shall have approved the assumption and assignment of the Lease by Lessee to Purchaser, which Order as of the Closing (as defined in the APA) has not been reversed, vacated or stayed; and

(c) the Lease shall have been assumed and assigned by Lessee to Purchaser at the Closing.

If any condition contained in this paragraph is not satisfied, then this Amendment shall be null and void and of no effect and none of Purchaser, its affiliates or designees shall have any liability under the Existing Lease or this Amendment.

10. Survival. If the Order is reversed, vacated, modified, clarified, corrected, or otherwise changed so that the assumption and assignment of the Lease by the Lessee to Purchaser is no longer approved by the Bankruptcy Court or otherwise effective (hereinafter, the “**Non-Effective Date**”), then this Amendment shall from the Non-Effective Date forward no longer modify the Existing Lease, the Lessee’s liability and obligations under the Existing Lease shall be reinstated, and none of the Purchaser, its affiliates or designees shall have any further liability under the Existing Lease or this Amendment (other than those liabilities and obligations already accrued and which relate to the period between the Effective Date and the Non-Effective Date.

11. Conflict. If a provision of this Amendment conflicts with a provision of the Existing Lease, this Amendment shall supersede and control.

12. Defined Terms. Unless otherwise defined in this Amendment, all terms and phrases used herein shall have the same meaning as assigned to them in the Existing Lease.

13. Modification. Except as modified herein, the Existing Lease remains in full force and effect.

14. Counterparts. This Amendment may be executed in one or more counterparts delivered electronically or by facsimile, all of which taken together shall constitute a single original instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the ____ day of _____, 2011.

LESSOR:

DEDEAUX PROPERTIES, LLC, a California limited liability company

By: _____
Name:

LESSEE:

CONTESSA PREMIUM FOODS, INC., a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

REVISED RENT SCHEDULE

Original Term

<u>Date</u>	<u>Monthly Rent</u>
Closing Date – 12/31/11	\$94,189.00
1/1/12 – 12/31/12	\$94,189.00
1/1/13 – 12/31/13	\$113,026.00
1/1/14 – 12/31/14	\$122,581.00
1/1/15 – 12/31/17	\$134,818.00
1/1/18 – 12/31/22	\$144,256.00
1/1/23 – 12/31/27	\$151,468.00

Option/Extension Term

<u>Date</u>	<u>Monthly Rent</u>
1/1/28 – 12/31/32	\$130,818.00

EXHIBIT B

LANDLORD WAIVER AND ESTOPPEL CERTIFICATE

_____, 20__

[Bank]

Ladies and Gentlemen:

The undersigned _____, (the “**Landlord**”) acknowledges that _____ (the “**Tenant**”) intends to enter into, or has entered into, (a) that certain Loan and Security Agreement dated as of _____, 20__ (as amended, modified, restated or replaced from time to time, the “**Credit Agreement**”) among the Tenant, the financial institutions which are now or hereafter become a party thereto (the “**Lenders**”) and _____ Bank, , as agent for the Lenders (in such capacity, the “**Agent**”) and (b) [*insert any additional applicable credit documents*] (as amended, modified, restated or replaced from time to time, the “**[Subordinated] Credit Agreement**”) and together with the [Senior] Credit Agreement, the “**Credit Agreements**”) among the Tenant, the financial institutions which are now or hereafter become a party thereto (the “**[Subordinated] Lenders**”) and together with the [Senior] Lenders, the “**Lenders**”) and _____, as agent for the [Subordinated] Lenders (in such capacity, the “**[Subordinated] Agent**”) and together with the [Senior Agent], the “**Agents**”).

To induce the Lenders to continue to make the loans and issue the letters of credit under the Credit Agreements and provide financial accommodations to the Tenant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby represents and warrants to the Agents that as of the date hereof:

1. The Landlord is the current landlord under the lease described in Exhibit A attached hereto (the “**Lease**”) with the Tenant;
2. The Landlord has not terminated the Lease and there have been no amendments, modifications or other agreements relating to the Lease except as stated herein; and
3. The Lease is in full force and effect and, to the Landlord’s actual knowledge, the Lease is not in default beyond any applicable notice and cure period.

The Landlord agrees that: (a) notwithstanding any provision in the Lease to the contrary and notwithstanding any lien rights the Landlord may have in the personal property located at or on the real property subject to the Lease (the “**Premises**”) and owned by the Tenant (the “**Personal Property**”), each Agent’s lien upon or security interest in the Personal Property is prior and superior to any interest, lien or claim of any nature the Landlord may now have or hereafter obtain in the Personal Property whether by operation of law, contract or otherwise; (b) either Agent may inspect, remove or take possession of the Personal Property from the Premises upon reasonable prior written notice given by either Agent to the Landlord and subject to reasonable conditions that may be imposed by Landlord without hindrance on the part of the Landlord, and the Landlord will grant both Agents (or their representatives) access to the Premises so that either Agent (or its

representatives) may inspect, remove or take possession of the Personal Property; and (c) the Landlord shall allow the Agents up to sixty (60) days to occupy the Premises for the purpose of inspecting, removing or taking possession of the Personal Property in accordance with the preceding subclause (b), provided that during such period of occupation the Agent occupying the Premises shall: (i) pay to the Landlord the basic rent and net charges due under the Lease pro-rated on a per diem basis determined on a 30-day month (provided, that such rent shall exclude any rent adjustments, indemnity payments or similar amounts payable under the Lease for default, holdover status or similar charges); (ii) provide a certificate of liability insurance with commercially reasonable limits; and (iii) agree to indemnify the Landlord from third party claims.

The Landlord understands that the Agents and the Lenders will rely on this Landlord Waiver and Estoppel Certificate in continuing to provide financial accommodations to the Tenant.

In the event of a default under the Lease, the Landlord agrees to give written notice of such default to both Agents at the address set forth above simultaneously with any notice of default given to the Tenant (or promptly thereafter).

The Landlord shall not terminate the Lease or pursue any other right or remedy under the Lease by reason of any default of the Tenant under the Lease, until the Landlord shall have given a copy of such written notice to both Agents as provided above and, in the event any such default is not cured by the Tenant within any time period provided for under the terms and conditions of the Lease, the Landlord will allow the Agents ten (10) days from the expiration of the Tenant's cure period under the Lease within which the Agents shall have the right, but shall not be obligated, to remedy such default and Landlord will accept such performance by the Agents.

Executed and delivered this ___ day of _____, 20__.

[Signatures Next Page]

LANDLORD:

By: _____

Name: _____

Title: _____

AGENTS:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of Lease