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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 8-K**

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**Current Report**

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

**Date of Report (Date of earliest event reported): December 24, 2009 (December 23, 2009)**

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**Pinnacle Foods Finance LLC**

(Exact name of registrant as specified in its charter)

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**Commission File Number: 333-148297**

**Delaware**  
(State or other jurisdiction  
of incorporation)

**20-8720036**  
(IRS Employer  
Identification No.)

**1 Old Bloomfield Avenue**  
**Mt. Lakes, New Jersey 07046**  
(Address of principal executive offices, including zip code)

**(973) 541-6620**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **ITEM 1.01. Entry into a Material Definitive Agreement.**

The information set forth below under Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 1.01.

## **ITEM 2.01. Completion of Acquisition or Disposition of Assets.**

### *Completion of Acquisition*

On December 23, 2009, Pinnacle Foods Group LLC (“Pinnacle”), a Delaware limited liability company and our direct wholly-owned subsidiary, completed the acquisition (the “Acquisition”) of Birds Eye Foods, Inc. (“Birds Eye”), a Delaware corporation, pursuant to a Stock Purchase Agreement (the “Stock Purchase Agreement”) dated November 18, 2009, by and among Pinnacle, Birds Eye and Birds Eye Holdings LLC (“Holdings”), a Delaware limited liability company. Pinnacle is owned by private equity funds controlled by The Blackstone Group.

In connection with the Acquisition, Pinnacle purchased all of the issued and outstanding capital stock of Birds Eye from Holdings for a purchase price of \$670.0 million in cash. In accordance with the Stock Purchase Agreement, Pinnacle repaid approximately \$723.4 million to pay off Birds Eye’s indebtedness and other obligations, including accrued interest and paid approximately \$60 million of fees and expenses. Birds Eye, along with its subsidiaries, is now a direct, wholly-owned subsidiary of Pinnacle.

A copy of the joint press release announcing the Transactions (as defined below) is included herein as Exhibit 99.1 and is incorporated herein by reference.

### *Financing of Acquisition*

#### 1. Senior Secured Credit Facilities

##### *Overview*

On December 23, 2009, in connection with the Acquisition and related transactions (collectively, the “Transactions”), we entered into new senior secured credit facilities with Barclays Bank PLC, as administrative agent and collateral agent, Barclays Capital, the investment banking division of Barclays Bank PLC, as joint lead arranger and joint bookrunner, Banc of America Securities LLC, as joint lead arranger and joint bookrunner, Credit Suisse Securities (USA) LLC, as joint lead arranger and joint bookrunner, HSBC Securities (USA) Inc., as joint bookrunner, Macquarie Capital (USA) Inc., as joint bookrunner, and the lenders from time to time party thereto.

The new senior secured credit facilities provide senior secured financing of \$875.0 million, consisting of a \$850.0 million term loan facility (the “new term loan facility”) and a \$25.0 million revolving credit facility (the “new revolving credit facility”) and collectively, the “new senior secured credit facilities”). Pinnacle Foods Finance LLC, which is referred to in this section as the “Borrower,” is the borrower under the new senior secured credit facilities. The loans and commitments under the new senior secured credit facilities will be incremental credit facilities under our existing senior secured credit facilities.

##### *Interest Rate and Fees*

Borrowings under the new term loan facility bear interest, at our option, at a rate equal to a margin over either (a) a base rate determined by reference to the higher of (1) the prime lending rate as set forth on the British Banking Association Telerate Page 5 and (2) the federal funds effective rate plus  $\frac{1}{2}$  of 1% or (b) a LIBOR rate determined by reference to the costs of funds for deposits in the currency of such borrowing for the interest period relevant to such borrowing adjusted for certain additional costs. The base rate for the new term loan facility is subject to a floor of 3.50%, and the LIBOR rate for the new term loan facility is subject to a floor of 2.50%. The margin is 4.00%, in the case of base rate loans under the new term loan facility, and 5.00%, in the case of LIBOR rate loans.

Borrowings under the new revolving credit facility bear interest at the same rate provided for in our existing revolving credit facility. Borrowings under both facilities bear interest, at our option, at a rate equal to a margin over either (a) a base rate determined by reference to the higher of (1) the prime lending rate as set forth on the British Banking Association Telerate Page 5 and (2) the federal funds effective rate plus  $\frac{1}{2}$  of 1% or (b) a LIBOR rate determined by reference to the costs of funds for deposits in the currency of such borrowing for the interest period relevant to such borrowing adjusted for certain additional costs. The margin was initially 1.75%, in the case of existing base rate loans, and 2.75%, in the case of existing LIBOR rate loans, and may be reduced subject to our attaining certain leverage ratios.

In addition to paying interest on outstanding principal under the new senior secured credit facilities, we are required to pay a commitment fee to the lenders under the new revolving credit facility in respect of the unutilized commitments thereunder at the same rate provided for in our existing revolving credit facility. The initial commitment fee rate of our existing revolving credit facility was 0.50% per annum. The commitment fee rate may be reduced subject to our attaining certain leverage ratios. We are also required to

pay customary letter of credit fees.

#### *Prepayments*

The new senior secured facilities contain identical mandatory and voluntary prepayments as those in our existing senior secured credit facilities, under which we are required to prepay outstanding term loans, subject to certain exceptions, with:

- 50% (which percentage will be reduced to 25% and 0%, as applicable, subject to our attaining certain leverage ratios) of our annual excess cash flow;
- if the Borrower's leverage ratio is greater than 3.25 to 1.00, 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its restricted subsidiaries (including insurance and condemnation proceeds, subject to de minimis thresholds), if we do not reinvest those net cash

proceeds in assets to be used in our business or to make certain other permitted investments (a) within 15 months of the receipt of such net cash proceeds or (b) if we commit to reinvest such net cash proceeds within 15 months of the receipt thereof, within 180 days of the date of such commitment; and

- 100% of the net proceeds of any incurrence of debt by the Borrower or any of its restricted subsidiaries, other than debt permitted to be incurred or issued under the senior secured credit facilities.

Notwithstanding any of the foregoing, each lender under the new and existing term loan facilities has the right to reject its pro rata share of mandatory prepayments described above, in which case we may retain the amounts so rejected.

The foregoing mandatory prepayments will be applied to installments of the new and existing term loan facilities in direct order of maturity.

We may voluntarily repay outstanding loans under the new and existing senior secured credit facilities at any time without premium or penalty, other than customary "breakage" costs with respect to LIBOR loans.

#### *Amortization*

The new term loan facility will mature on April 2, 2014, the same date of our existing senior secured credit facilities, which is seven years from the date of the closing of such existing senior secured credit facilities. We are required to repay installments on the loans under the new term loan facility in quarterly installments in aggregate annual amounts equal to 1.00% of their funded total principal amount, with the remaining amount payable on the maturity date of our existing senior secured credit facilities.

#### *Guarantee and Security*

The new senior secured credit facilities are unconditionally guaranteed under the terms of our existing senior secured credit facilities, including without limitation, and subject to certain exceptions, by Peak Finance Holdings LLC and each of our existing and future material domestic wholly-owned subsidiaries, including Birds Eye and its domestic subsidiaries. All obligations under the new senior secured credit facilities, and the guarantees of those obligations, are secured on a pari passu basis with our existing senior secured credit facilities, which are secured by substantially all the following assets of the Borrower and each guarantor, subject to certain exceptions:

- a pledge of 100% of the capital stock of the Borrower, 100% of the capital stock of each subsidiary guarantor and 65% of the capital stock of each of our wholly-owned foreign subsidiaries that are directly owned by us or one of the guarantors; and
- subject to customary exceptions, a security interest in, and mortgages on, substantially all tangible and intangible assets of the Borrower and each guarantor, excluding certain classes of assets for which obtaining a security interest or perfection thereof would require considerable expense.

#### *Certain Covenants and Events of Default*

The new senior secured credit facilities contain identical affirmative and negative covenants and events of default as those in our existing senior secured credit facilities, which contain a number of covenants that, among other things, restrict, subject to certain exceptions, the ability of the Borrower and its restricted subsidiaries to:

- incur additional indebtedness, make guarantees and enter into hedging arrangements;
- create liens on assets;
- enter into sale and leaseback transactions;
- engage in mergers or consolidations;
- sell assets;
- pay dividends and distributions or repurchase our capital stock;
- make investments, loans and advances, including acquisitions;
- repay the senior subordinated notes or enter into certain amendments thereof;
- engage in certain transactions with affiliates; and
- maintain a senior secured leverage ratio above a certain threshold if there are greater than \$10.0 million in loans outstanding under the revolving credit facility.

Our existing senior secured credit facilities also contain certain customary affirmative covenants and events of default.

## 2. Senior Notes due 2015

On December 23, 2009, in connection with the Transactions, we closed our offering of \$300.0 million aggregate principal

amount of senior unsecured notes due 2015 (the “Notes”). Pinnacle Foods Finance LLC, which is referred to in this section and the following section as the “Issuer,” and Pinnacle Foods Finance Corp., which is referred to in this section as the “Co-Issuer” and, together with the Issuer, the “Issuers,” are the issuers in this offering.

The Notes are issued under the indenture (the “Indenture”) governing the \$325.0 million aggregate principal amount of 9 1/4% senior notes due 2015 that were issued on April 2, 2007. Credit Suisse Securities (USA) LLC, Banc of America Securities LLC, Barclay Capital Inc., HSBC Securities (USA) Inc. and Macquarie Capital (USA) Inc. acted as joint book-running managers for this offering.

### *Ranking*

The Notes are senior unsecured obligations and:

- rank senior in right of payment to all existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes, including the senior subordinated notes;
- rank equally in right of payment to all existing and future senior debt, including the existing notes, and other obligations that are not, by their terms, expressly subordinated in right of payment to the Notes; and
- are effectively subordinated in right of payment to all existing and future secured debt (including obligations under the new senior secured credit facilities) and the existing senior secured credit facilities (collectively, the “senior secured credit facilities”), to the extent of the value of the assets securing such debt, and be structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the Notes.

The Notes are structurally subordinated to all existing and future indebtedness of our subsidiaries which do not guarantee the Notes.

### *Mandatory Redemption*

The Issuers are not required to make any mandatory redemption or sinking fund payments with respect to the Notes.

### *Optional Redemption*

At any time prior to April 1, 2011, the Issuers may redeem some or all of the Notes for cash at a redemption price equal to 100% of their principal amount plus an applicable make-whole premium plus accrued and unpaid interest to the redemption date. At any time on or after April 1, 2011, the Issuers may redeem some or all of the Notes at the redemption prices listed under the Indenture plus accrued and unpaid interest to the redemption date.

At any time prior to April 1, 2010, the Issuers may redeem up to 35% of the Notes, in each case with proceeds that the Issuers or one of their parent companies raises in one or more equity offerings at redemption prices so long as, in each such case, at least 50% of the aggregate principal amount of the existing notes originally issued remain outstanding.

### *Change of Control*

Upon the occurrence of a change of control, the Issuers will be required to offer to repurchase the Notes at 101% of their principal amount, plus accrued and unpaid interest to the repurchase date.

### *Covenants*

The Indenture contains covenants limiting our ability and the ability of our restricted subsidiaries to:

- incur additional debt or issue certain preferred shares;
- pay dividends on, repurchase or make distributions in respect of our capital stock or make other restricted payments;
- make certain investments;
- sell certain assets;
- create liens;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- enter into certain transactions with our affiliates; and
- designate our subsidiaries as unrestricted subsidiaries.

These covenants are subject to a number of important limitations and exceptions. During any period in which the Notes have investment grade ratings from both Moody’s Investors Service, Inc. and Standard & Poor’s and no default has occurred and is continuing under the Indenture, we will not be subject to many of the covenants.

### *Events of Default*

The Indenture provides that each of the following is an “Event of Default”:

- (1) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal, or premium, if any, on the Notes;
- (2) default for 30 days or more in the payment when due of interest or additional interest on or with respect to the Notes;
- (3) failure by either Issuer or any of its guarantors for 60 days after receipt of written notice given by the trustee or the holders of not less than 30% in principal amount of outstanding Notes to comply with any of its obligations, covenants or agreements (other than a default referred to in clauses (1) and (2) above) contained in the Indenture or the Notes;

- (4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any indebtedness for money borrowed by the Issuers or any of its restricted subsidiaries or the payment of which is guaranteed by the Issuers or any of its restricted subsidiaries, other than indebtedness owed to the Issuers or one of its restricted subsidiaries, whether such indebtedness or guarantee now exists or is created after the issuance of the Notes, if both:
  - (a) such default either results from the failure to pay any principal of such indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the

obligation to pay principal of any such indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such indebtedness to become due prior to its stated maturity; and

- (b) the principal amount of such indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate \$25.0 million or more at any one time outstanding;
- (5) failure by either Issuer or any of its significant subsidiaries (or any group of its subsidiaries that together would constitute a significant subsidiary) to pay final judgments aggregating in excess of \$25.0 million, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;
- (6) certain events of bankruptcy or insolvency with respect to either Issuer or any of its significant subsidiaries (or any group of its subsidiaries that together would constitute a significant subsidiary); or
- (7) the guarantee of any significant subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any of its guarantors that are a significant subsidiary, as the case may be, denies that it has any further liability under its guarantee or gives notice to such effect, other than by reason of the termination of the Indenture or the release of any such guarantee in accordance with the Indenture.

If any Event of Default (other than of a type specified in clause (6) above) occurs and is continuing under the Indenture, the trustee or the holders of at least 30% in principal amount of the then total outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately.

### 3. Registration Rights Agreement

The Issuers will use their reasonable best efforts to register with the Securities and Exchange Commission notes having substantially identical terms as the Notes as part of offers to exchange freely tradable exchange notes for the Notes. The Issuers will use their reasonable best efforts to cause each exchange offer to be completed or, if required, to have one or more shelf registration statements declared effective within 360 days after the issue date of the Notes. If the Issuers fail to meet this target, which the Issuers will call a “registration default”, the interest rate on the Notes will increase by 0.25% per annum. The interest rate on the Notes will increase by an additional 0.25% per annum for each subsequent 90-day period during which the registration default continues, up to a maximum additional interest rate of 1.0%. If the registration default is corrected, the applicable interest rate on the Notes will revert to the original level. If the Issuers must pay additional interest, they will pay it in cash on the same dates that other interest payments are made on the Notes until the registration default is corrected.

### 4. Amended and Restated Transaction and Monitoring Fee Agreement

In connection with the Transactions, on December 23, 2009 we amended and restated our existing transaction and advisory fee agreement (the “Existing Transaction and Advisory Fee Agreement”) with Blackstone Management Partners V L.L.C. (“BMP”), with effect from and after the completion of the Acquisition (such agreement, as amended and restated, the “Amended and Restated Transaction and Advisory Fee Agreement”).

Under the Amended and Restated Transaction and Advisory Fee Agreement, Pinnacle paid BMP, at the closing of the Acquisition, a \$14.0 million transaction fee. In addition, under the Amended and Restated Transaction and Advisory Fee Agreement, BMP (including through its affiliates and representatives) will continue to provide certain monitoring, advisory and consulting services to us, on substantially the same terms and conditions as the Existing Transaction and Advisory Fee Agreement, for an aggregate annual management fee equal to the greater of \$2.5 million or 1.0% of “Consolidated EBITDA” (as such term is defined in the credit agreement governing our existing senior secured credit facilities).

The Amended and Restated Transaction and Advisory Fee Agreement also provides, on substantially the same terms and conditions as the Existing Transaction and Advisory Fee Agreement, that:

- upon a change of control in our ownership, a sale of all of our assets, or an initial public offering of our equity, BMP may elect to receive, in consideration of the termination of the services it provides to us, in lieu of any remaining annual management fees, a single lump sum cash payment equal to the then-present value of all then current and future management fees payable under the agreement. The lump sum payment would only be payable to the extent that it is permitted under the indentures and other agreements governing our indebtedness, until such unpaid sum is permitted;
- the Amended and Restated Transaction and Advisory Fee Agreement will continue until the earliest of (i) April 2, 2017, (ii) such time when certain affiliates of BMP beneficially own less than 5% of our total common equity or (iii) such date as we and BMP may mutually agree; and
- we will indemnify BMP, its affiliates and their respective partners, members, shareholders, directors, officers, employees, agents and representatives from and against all liabilities relating to the services performed under the Existing Transaction and Advisory Fee Agreement and the Amended and Restated Transaction and Advisory Fee Agreement and the

engagement of BMP pursuant to, and the performance of BMP of the services contemplated by, each such agreement.

**ITEM 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of the Company.**

The information set forth above in subsections 1 and 2 under Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 2.03.

**ITEM 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired.

The financial statements of Birds Eye required by this Item will be filed by amendment to this Current Report on Form 8-K not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The unaudited pro forma financial information required by this Item will be filed by amendment to this Current Report on Form 8-K report not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 4.1*	Supplemental Indenture, dated December 23, 2009, by and among Birds Eye Holdings, Inc., Birds Eye Group, Inc., Kennedy Endeavors Incorporated, Seasonal Employers, Inc., BEMSA Holding, Inc., GLK Holdings, Inc., GLK, LLC, Rochester Holdco, LLC and Wilmington Trust Company
Exhibit 4.2*	Form of 9 1/4% Senior Notes due 2015
Exhibit 4.3*	Registration Rights Agreement, dated December 23, 2009, by and among Pinnacle Foods Finance LLC, Pinnacle Foods Finance Corp., the guarantors listed on Schedule I thereto, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Barclays Capital Inc. as the representatives of the initial purchasers
Exhibit 10.1*	Amended and Restated Transaction and Advisory Fee Agreement, dated December 23, 2009, by and between Pinnacle Foods Finance LLC and Blackstone Management Partners V L.L.C.
Exhibit 10.2*	Second Amendment to Credit Agreement, dated December 23, 2009, by and among Pinnacle Foods Finance LLC, Peak Finance Holdings LLC, Barclays Bank PLC, the Revolving Commitment Increase Lenders (as defined therein), the Tranche C Term Lenders (as defined therein) and, for purposes of Sections IV and V thereof, the Guarantors listed on the signature pages thereto
Exhibit 99.1*	Press release issued by Pinnacle, Birds Eye, The Blackstone Group and Vestar Capital Partners

\* Filed herewith



## **EXHIBIT INDEX**

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\* Filed herewith

## Exhibit 4.1

Supplemental Indenture (this "Supplemental Indenture"), dated as of December 23, 2009, among Birds Eye Foods, Inc., a Delaware corporation, Birds Eye Holdings, Inc., a Delaware corporation, Birds Eye Group, Inc., a Delaware corporation, Kennedy Endeavors Incorporated, a Washington corporation, Seasonal Employers, Inc., a New York corporation, BEMSA Holding, Inc., a Delaware corporation, GLK Holdings, Inc., a Delaware corporation, GLK, LLC, a Delaware limited liability company and Rochester Holdco, LLC, a Delaware limited liability company (each a "Guaranteeing Subsidiary" and together, the "Guaranteeing Subsidiaries"), subsidiaries of Pinnacle Foods Finance LLC, a Delaware limited liability company (together with Pinnacle Foods Finance Corp., a Delaware corporation, the "Issuers"), and Wilmington Trust Company, as trustee (the "Trustee").

### W I T N E S S E T H

WHEREAS, each Issuer and the Guarantors (as defined in the Indenture referred to below) has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of April 2, 2007, providing for the issuance of \$325.0 million aggregate principal amount of Senior Notes due 2015 (the "2007 Notes");

WHEREAS, on December 23, 2009 the Issuers issued an additional \$300.0 million aggregate principal amount of Senior Notes due 2015 (the "Additional Notes" and, together with the 2007 Notes, the "Notes");

WHEREAS, the Additional Notes are being sold as part of the financing that will be used to consummate the acquisition of Birds Eye Foods, Inc. ("Birds Eye") pursuant to a Stock Purchase Agreement, dated as of November 18, 2009 (the "SPA"), by and among Birds Eye, Birds Eye Holdings LLC, a Delaware limited liability company (the "Seller") and Pinnacle Foods Group LLC, a Delaware limited liability company, pursuant to which it will acquire all of the issued and outstanding shares of common stock of Birds Eye from the Seller.

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally, irrevocable and unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuers hereunder or thereunder, that:

(i) the principal of and interest, premium and Additional Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other Obligations of the Issuers to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiary shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against either Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of either Issuer, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors (including the Guaranteeing Subsidiary), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiary, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such

acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiary for the purpose of this Guarantee.

(h) The Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy Law or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against either Issuer for liquidation, reorganization, should either Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of either Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of the Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiary in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) **Execution and Delivery.** Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, a Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Guaranteeing Subsidiary is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i)(A) such Guaranteeing Subsidiary is the surviving entity or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a Person organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the “Successor Person”);

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary’s related Guarantee pursuant to supplemental indentures or other documents or instruments;

(C) immediately after such transaction, no Default exists; and

(D) the Issuers shall have delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary’s Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may (i) merge into or transfer all or part of its properties and assets to another Guarantor or either Issuer, (ii) merge with an Affiliate of the Company solely for the purpose of reincorporating such Guaranteeing Subsidiary in the United States, any state thereof, the District of Columbia or any territory thereof or (iii) convert into a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary.

(5) Releases.

The Guarantee of a Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuers or the Trustee is required for the release of such Guaranteeing Subsidiary’s Guarantee, upon:

(1)(A) any sale, exchange or transfer (by merger or otherwise) of (i) the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or  
(ii) all

or substantially all the assets of such Guaranteeing Subsidiary, in each case made in compliance with the applicable provisions of the Indenture;

(B) the release or discharge of the guarantee by such Guaranteeing Subsidiary of Indebtedness under the Senior Credit Facilities or the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(C) the designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or

(D) the exercise by the Issuers of their Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the discharge of the Issuers' obligations under the Indenture in accordance with the terms of the Indenture; and

(2) such Guaranteeing Subsidiary delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of a Guaranteeing Subsidiary or any of its parent companies (other than the Issuers and the Guarantors) shall have any liability for any obligations of the Issuers or the Guarantors (including such Guaranteeing Subsidiary) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries.

(11) Subrogation. The Guaranteeing Subsidiaries shall be subrogated to all rights of Holders of Notes against the Issuers in respect of any amounts paid by the Guaranteeing Subsidiaries pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Subsidiaries shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuers under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. The Guaranteeing Subsidiaries' Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

BIRDS EYE FOODS, INC.  
BIRDS EYE HOLDINGS, INC.  
BIRDS EYE GROUP, INC.  
KENNEDY ENDEAVORS INCORPORATED  
SEASONAL EMPLOYERS, INC.  
BEMSA HOLDING, INC.  
GLK HOLDINGS, INC.  
GLK, LLC  
ROCHESTER HOLDCO, LLC

By: /s/ Craig Steeneck  
Name: Craig Steeneck  
Title: Executive Vice President &  
Chief Financial Officer

WILMINGTON TRUST COMPANY,  
as Trustee

By: /s/ Michael G. Oller, Jr.  
Name: Michael G. Oller, Jr.  
Title: Assistant Vice President

[Signature page to Supplemental Indenture]

[Face of Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [        ]  
ISIN [        ]<sup>1</sup>

[RULE 144A][REGULATION S] [GLOBAL] NOTE  
representing up to  
\$[        ]  
9 1/4% Senior Notes due 2015

No. \_\_\_\_\_

[\$ \_\_\_\_\_]

PINNACLE FOODS FINANCE LLC and PINNACLE FOODS FINANCE CORP.

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of \_\_\_\_\_ United States Dollars] on April 1, 2015.

Interest Payment Dates: April 1 and October 1

Record Dates: March 15 and September 15

<sup>1</sup> 1441A ISIN: US12347QAA13  
144A CUSIP: 72347QAA1  
Regulation S ISIN: USU72284AA72  
Regulation S CUSIP: U72284 AA7

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated: [                    ]

PINNACLE FOODS FINANCE LLC

By: \_\_\_\_\_  
Name:  
Title:

PINNACLE FOODS FINANCE CORP.

By: \_\_\_\_\_  
Name:  
Title:

This is one of the Notes referred to in the within-mentioned Indenture:

WILMINGTON TRUST COMPANY,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated: [                    ]

[Back of Note]

9<sup>1</sup>/<sub>4</sub>% Senior Notes due 2015

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Pinnacle Foods Finance LLC, a Delaware limited liability company ( the “Company”), and Pinnacle Foods Finance Corp., a Delaware corporation (together with the Company, the “Issuers”), promise to pay interest on the principal amount of this Note at 9<sup>1</sup>/<sub>4</sub>% per annum from April 2, 2007 until maturity and shall pay the Additional Interest, if any, payable pursuant to the Registration Rights Agreement referred to below. The Issuers will pay interest and Additional Interest, if any, semi-annually in arrears on April 1 and October 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an “Interest Payment Date”). Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Issue Date; provided that the first Interest Payment Date shall be October 1, 2007. The Issuers will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Additional Interest, if any, (without regard to any applicable grace periods) from time to time on demand at the interest rate on the Notes. Interest will be computed on the basis of a 360day year comprised of twelve 30-day months.

2. METHOD OF PAYMENT. The Issuers will pay interest on the Notes and Additional Interest, if any, to the Persons who are registered Holders of Notes at the close of business on the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Payment of interest and Additional Interest, if any, may be made by check mailed to the Holders at their addresses set forth in the register of Holders, provided that payment by wire transfer of immediately available funds will be required with respect to principal of and interest, premium and Additional Interest, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuers or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, Wilmington Trust Company, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. The Issuers or any of their Subsidiaries may act in any such capacity.

4. INDENTURE. The Issuers issued the Notes under an Indenture, dated as of April 2, 2007 (the “Indenture”), among the Issuers, the Guarantors named therein and the Trustee. This Note is one of a duly authorized issue of notes of the Issuers’ designated as their 9<sup>1</sup>/<sub>4</sub>% Senior Notes due 2015. The Issuers shall be entitled to issue Additional Notes pursuant to Section 2.01 and 4.09 of the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

## 5. OPTIONAL REDEMPTION.

(a) Except as described below under clauses 5(b) and 5(c) hereof, the Notes will not be redeemable at the Issuers' option before April 1, 2011.

(b) At any time prior to April 1, 2011, the Issuers may redeem all or a part of the Notes, upon notice in accordance with paragraph 7, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption (the "Redemption Date"), subject to the rights of Holders of Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(c) Until April 1, 2010, the Issuers may, at their option, on one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued by them at a redemption price equal to 109.25% of the aggregate principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the Redemption Date, subject to the right of Holders of Notes of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, with the net cash proceeds received by them from one or more Equity Offerings; provided that (i) at least 50% of the aggregate principal amount of Notes originally issued under the Indenture remain outstanding immediately after the occurrence of each such redemption and (ii) each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

(d) On and after April 1, 2011, the Issuers may redeem the Notes, in whole or in part, upon notice in accordance with paragraph 7, to each Holder of Notes at the address of such Holder appearing in the security register, at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest and Additional Interest, if any, to the Redemption Date, subject to the right of Holders of Notes of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period beginning on April 1 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2011	104.625%
2012	103.313%
2013 and thereafter	100.000%

(e) Any redemption pursuant to this paragraph 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

(f) Any redemption pursuant to Section 3.07 of the Indenture may, at the Issuers' discretion, be subject to one or more conditions precedent, including, but not limited to, the completion of an Equity Offering or other corporate transaction.

6. MANDATORY REDEMPTION. The Issuers shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. NOTICE OF REDEMPTION. Subject to Section 3.03 of the Indenture, notice of redemption will be mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the Redemption Date (except that redemption notices may be mailed more than 60 days prior to a

Redemption Date if the notice is issued in connection with Article 8 or Article 11 of the Indenture) to each Holder whose Notes are to be redeemed at its registered address or otherwise in accordance with Applicable Procedures. Notes in denominations larger than \$2,000 may be redeemed in part but only in whole multiples of \$1,000 in excess thereof, unless all of the Notes held by a Holder are to be redeemed. On and after the Redemption Date, interest ceases to accrue on Notes or portions thereof called for redemption, subject to the satisfaction of any conditions pursuant to Section 3.07(f) of the Indenture.

#### 8. OFFERS TO REPURCHASE.

(a) Upon the occurrence of a Change of Control, unless the Issuers have previously or concurrently mailed a redemption notice with respect to all the outstanding Notes pursuant to Section 3.07 of the Indenture, the Issuers shall make an offer (a “Change of Control Offer”) to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 thereafter) of each Holder’s Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase (the “Change of Control Payment”). The Change of Control Offer shall be made in accordance with Section 4.14 of the Indenture.

(b) If the Issuers or any of their Restricted Subsidiaries consummate an Asset Sale, when the aggregate amount of the Excess Proceeds exceeds \$25.0 million, the Issuers shall make an offer to all Holders of the Notes and, if required by the terms of any Indebtedness that is *pari passu* with the Notes (“Pari Passu Indebtedness”), to the holders of such Pari Passu Indebtedness (an “Asset Sale Offer”), to purchase the maximum aggregate principal amount of the Notes (including any Additional Notes) that is at least \$2,000 or an integral multiple of \$1,000 in excess thereof and such other Pari Passu Indebtedness that may be purchased out of the Excess Proceeds at an offer price in cash equal to 100% of the principal amount thereof (or accreted value, if less) plus accrued and unpaid interest and Additional Interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. To the extent that the aggregate amount of Notes (including any Additional Notes) and such Pari Passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuers may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate amount payable in respect of the Notes or the Pari Passu Indebtedness surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Issuers shall select the Notes and such Pari Passu Indebtedness to be purchased on a *pro rata* basis to the extent practicable based on the accreted value or principal amount of the Notes and such Pari Passu Indebtedness tendered or otherwise in accordance with Applicable Procedures. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero. Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer from the Issuers prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled “Option of Holder to Elect Purchase” attached to the Notes.

9. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 thereafter. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any Note or portion of a Note selected for redemption or tendered (and not withdrawn) for repurchase with a Change of Control or an Asset Sale Offer, except for the unredeemed or unpurchased portion of any Note being redeemed or repurchased in part. Also, the Issuers need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed.

10. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

11. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

12. DEFAULTS AND REMEDIES. The Events of Default relating to the Notes are defined in Section 6.01 of the Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. Holders may not enforce the Indenture, the Notes or the Guarantees except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default (except a Default relating to the payment of principal, premium, if any, Additional Interest, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default and its consequences under the Indenture except a continuing Default in payment of the principal of, premium, if any, Additional Interest, if any, or interest on, any of the Notes held by a non-consenting Holder. The Issuers and each Guarantor (to the extent that such Guarantor is so required under the Trust Indenture Act) are required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuers are required within twenty (20) Business Days after becoming aware of any Default, to deliver to the Trustee a statement specifying such Default and what action the Issuers propose to take with respect thereto.

13. AUTHENTICATION. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

14. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of April 2, 2007, among the Issuers, the Guarantors named therein and the other parties named on the signature pages thereof (the "Registration Rights Agreement"), including the right to receive Additional Interest (as defined in the Registration Rights Agreement).

15. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE NOTES AND THE GUARANTEES.

16. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers to be printed on the Notes, and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

Pinnacle Foods Finance LLC  
c/o The Blackstone Group  
345 Park Avenue  
New York, New York 10154  
Attention: Prakash A. Melwani

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: \_\_\_\_\_  
(Insert assignee' legal name)

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. no.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print or type assignee's name, address and zip code)

and irrevocably appoint \_\_\_\_\_  
to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears  
on the face of this Note)

Signature Guarantee\*: \_\_\_\_\_

\* Participant in a recognized Signature Guarantee Medallion Program  
(or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

Section 4.10                       Section 4.14

If you want to elect to have only part of this Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears  
on the face of this Note)

Tax Identification No.: \_\_\_\_\_

Signature Guarantee\*: \_\_\_\_\_

\_\_\_\_\_  
\* Participant in a recognized Signature Guarantee Medallion Program  
(or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE\*

The initial outstanding principal amount of this Global Note is \$\_\_\_\_\_. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized officer of Trustee or Custodian</u>
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\_\_\_\_\_

\* This schedule should be included only if the Note is issued in global form.

**Pinnacle Foods Finance LLC**

**Pinnacle Foods Finance Corp.**

\$300,000,000 9 1/4% Senior Notes due 2015

**REGISTRATION RIGHTS AGREEMENT**

dated December 23, 2009

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## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is dated as of December 23, 2009, among PINNACLE FOODS FINANCE LLC, a Delaware limited liability company (the “Company”), PINNACLE FOODS FINANCE CORP., a Delaware corporation (“Finance Co.” and, together with the Company, the “Issuers”) the guarantors listed on Schedule I hereto (the “Guarantors”) and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Barclays Capital Inc. as the representatives of the Initial Purchasers named in Annex A to the Purchase Agreement (as defined below) (together, the “Representatives”).

This Agreement is entered into in connection with the Purchase Agreement, dated December 9, 2009 (the “Purchase Agreement”), between the Issuers, the Existing Guarantors (as defined in the Purchase Agreement) and the Representatives of the Initial Purchasers, which provides for, among other things, the sale by the Issuers to the Initial Purchasers of \$300,000,000 in aggregate principal amount of the Issuers’ 9 1/4% senior notes due 2015 (the “Notes”). The Notes are issued under an indenture, dated as of April 2, 2007 (as amended or supplemented from time to time, the “Indenture”), among the Issuers, the Guarantors and Wilmington Trust Company, as trustee (the “Trustee”). The New Guarantors (as defined in the Purchase Agreement) have become parties to the Purchase Agreement by virtue of the Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), among the New Guarantors and the Representatives. Pursuant to the Purchase Agreement and the Indenture, the Guarantors are required to guarantee, on an unsecured senior basis with respect to the Notes (the “Guarantees”) the Issuers’ obligations under the Notes and the Indenture. References to the “Securities” shall mean, collectively, the Notes and the Guarantees. In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Issuers have agreed to provide the registration rights set forth in this Agreement for the benefit of the Initial Purchasers and any subsequent holder or holders of the Securities. The execution and delivery of this Agreement is a condition to the Initial Purchasers’ obligations under the Purchase Agreement.

The parties hereby agree as follows:

### 1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

Additional Interest: See Section 4(a) hereof.

Advice: See the last paragraph of Section 5 hereof.

Agreement: See the introductory paragraphs hereto.

Applicable Period: See Section 2(b) hereof.

Business Day: Shall have the meaning ascribed to such term in Rule 14d-1 under the Exchange Act.

Effectiveness Date: With respect to any Shelf Registration Statement, the 90th day after the Filing Date with respect thereto; *provided, however*, that if the Effectiveness Date would otherwise fall on a day that is not a Business Day, then the Effectiveness Date shall be the next succeeding Business Day.

Effectiveness Period: See Section 3(a) hereof.

Exchange Act: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

Exchange Notes: See Section 2(a) hereof.

Exchange Notes Guarantees: See Section 2(a) hereof.

Exchange Offer: See Section 2(a) hereof.

Exchange Offer Registration Statement: See Section 2(a) hereof.

Exchange Securities: See Section 2(a) hereof.

Filing Date: The 90th day after the delivery of a Shelf Notice as required pursuant to Section 2(c) hereof; *provided, however*, that if the Filing Date would otherwise fall on a day that is not a Business Day, then the Filing Date shall be the next succeeding Business Day.

FINRA: See Section 5(r) hereof.

Guarantees: See the introductory paragraphs hereto.

Guarantors: See the introductory paragraphs hereto.

Holder: Any holder of a Registrable Security or Registrable Securities.

Indenture: See the introductory paragraphs hereto.

Information: See Section 5(n) hereof.

Initial Purchasers: See the introductory paragraphs hereto.

Initial Shelf Registration: See Section 3(a) hereof.

Inspectors: See Section 5(n) hereof

Issue Date: December 23, 2009, the date of original issuance of the Notes.

Issuers: See the introductory paragraphs hereto.

Joinder Agreement: See the introductory paragraphs hereto.

New Guarantors: See the introductory paragraphs hereto.

Notes: See the introductory paragraphs hereto.

Participant: See Section 7(a) hereof

Participating Broker-Dealer: See Section 2(b) hereof.

Person: An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm or other legal entity.

Private Exchange: See Section 2(b) hereof.

Private Exchange Notes: See Section 2(b) hereof.

Prospectus: The prospectus included in any Registration Statement (including, without limitation, any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Securities Act and any term sheet filed pursuant to Rule 434 under the Securities Act), as amended or supplemented by any prospectus supplement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: See the introductory paragraphs hereof.

Records: See Section 5(n) hereof.

Registrable Securities: Each Security upon its original issuance and at all times subsequent thereto, each Exchange Security as to which Section 2(c)(iv) hereof is applicable upon original issuance and at all times subsequent thereto and each Private Exchange Note (and the related Guarantees) upon original issuance thereof and at all times subsequent thereto, until, in each case, the earliest to occur of (i) a Registration Statement (other than, with respect to any Exchange Securities as to which Section 2(c)(iv) hereof is applicable, the Exchange Offer Registration Statement) covering such Security, Exchange Security or Private Exchange Note (and the related Guarantees) has been declared effective by the SEC and such Security, Exchange Security or such Private Exchange Note (and the related Guarantees), as the case may be, has been disposed of in accordance with such effective Registration Statement, (ii) such Security has been exchanged pursuant to the Exchange Offer for an Exchange Security or Exchange Securities that may be resold without restriction under state and federal securities laws, (iii) such Security, Exchange Security or Private Exchange Note (and the related Guarantees), as the case may be, ceases to be outstanding for purposes of the applicable Indenture or (iv) the later of (x) the date which is two years after the date the Securities were originally issued and (y) the date upon which such Security, Exchange Security or Private Exchange Note (and the related Guarantees), as the case may be, has been resold in compliance with Rule 144; *provided* that such Security, Exchange Security or Private Exchange Note (and the related Guarantees) does not bear any restrictive legend relating to the Securities Act and does not bear a restricted CUSIP number.

Registration Statement: Any registration statement of the Issuers that covers any of the Securities, the Exchange Securities or the Private Exchange Notes (and the related Guarantees) filed with the SEC under the Securities Act, including, in each case, the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: Rule 144 under the Securities Act.

Rule 144A: Rule 144A under the Securities Act.

Rule 405: Rule 405 under the Securities Act.

Rule 415: Rule 415 under the Securities Act.

Rule 424: Rule 424 under the Securities Act.

SEC: The U.S. Securities and Exchange Commission.

Securities: See the introductory paragraphs hereto.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Shelf Notice: See Section 2(c) hereof.

Shelf Registration: See Section 3(b) hereof.

Shelf Registration Statement: Any Registration Statement relating to a Shelf Registration.

Shelf Suspension Period: See Section 3(a) hereof.

Subsequent Shelf Registration: See Section 3(b) hereof.

TIA: The Trust Indenture Act of 1939, as amended.

Trustee: The trustee under the Indenture and the trustee under any indenture (if different) governing the Exchange Securities and Private Exchange Notes (and the related Guarantees).

Underwritten registration or underwritten offering: A registration in which securities of the Issuers are sold to an underwriter for reoffering to the public.

Except as otherwise specifically provided, all references in this Agreement to acts, laws, statutes, rules, regulations, releases, forms, no-action letters and other regulatory requirements (collectively, "Regulatory Requirements") shall be deemed to refer also to any amendments thereto and all subsequent Regulatory Requirements adopted as a replacement thereto having substantially the same effect therewith; *provided* that Rule 144 shall not be deemed to amend or replace Rule 144A.

## 2. Exchange Offer

(a) Unless the Exchange Offer would violate applicable law or any applicable interpretation of the staff of the SEC, the Issuers shall use their reasonable best efforts to file with the SEC one or more Registration Statements (each, an “Exchange Offer Registration Statement”) on an appropriate registration form with respect to a registered offer (the “Exchange Offer”) to exchange any and all of the Registrable Securities for a like aggregate principal amount of debt securities of the applicable series of the Issuers (such debt securities, the “Exchange Notes”), guaranteed, to the extent applicable, on an unsecured senior basis by the Guarantors, (the “Exchange Notes Guarantees” and, together with the Exchange Notes, the “Exchange Securities”), that are substantially identical in all material respects to the Notes except that the Exchange Notes (i) shall contain no restrictive legend thereon, (ii) shall accrue interest from (A) the later of (x) the last date on which interest was paid on such Notes or (y) if such Notes are surrendered for exchange on a date in a period that includes the record for an interest payment date to occur on or after the date of such exchange and as to which interest will be paid, the date of such interest payment date or (B) if no such interest has been paid, from the Issue Date and (iii) shall be entitled to the benefits of the Indenture or a trust indenture which is identical in all material respects to the Indenture (other than such changes to the Indenture or any such identical trust indenture as are necessary to comply with the TIA) and which, in either case, have been qualified under the TIA. The Exchange Offer shall comply with all applicable tender offer rules and regulations under the Exchange Act and other applicable laws. The Issuers shall use their reasonable best efforts to (x) prepare and file with the SEC the Exchange Offer Registration Statement with respect to the Exchange Offer; (y) keep the Exchange Offer open for at least 20 Business Days (or longer if required by applicable law) after the date that notice of the Exchange Offer is mailed to Holders; and (z) consummate the Exchange Offer on or prior to the 360th day following the Issue Date.

Each Holder (including, without limitation, each Participating Broker-Dealer) that participates in the Exchange Offer, as a condition to participation in the Exchange Offer, will be required to represent to the Issuers in writing (which may be contained in the applicable letter of transmittal) that: (i) any Exchange Securities acquired in exchange for Registrable Securities tendered are being acquired in the ordinary course of business of the Person receiving such Exchange Securities, whether or not such recipient is such Holder itself; (ii) at the time of the commencement or consummation of the Exchange Offer neither such Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder has an arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the provisions of the Securities Act; (iii) neither the Holder nor, to the knowledge of such Holder, any other Person receiving Exchange Securities from such Holder is an “affiliate” (as defined in Rule 405) of either Issuer; (iv) if such Holder is not a broker-dealer, neither such Holder nor, to the knowledge of such Holder, any other Person receiving Exchange Securities from such Holder is engaging in or intends to engage in a distribution of the Exchange Securities; and (v) if such Holder is a Participating Broker Dealer, such Holder has acquired the Registrable Securities for its own account in exchange for Securities that were acquired as a result of market-making activities or other trading activities and that it will comply with the applicable provisions of the Securities Act (including, but not limited to, the prospectus delivery requirements thereunder).

Upon consummation of the Exchange Offer in accordance with this Section 2, the provisions of this Agreement shall continue to apply, *mutatis mutandis*, solely with respect to Registrable Securities that are Private Exchange Notes (and the related Guarantees), Exchange Securities as to which Section 2(c)(iv) is applicable and Exchange Securities held by Participating Broker-Dealers, and the Issuers shall have no further obligation to register Registrable Securities (other than Private Exchange Notes (and the related Guarantees) and Exchange Securities as to which clause 2(c)(iv) hereof applies) pursuant to Section 3 hereof.

No securities other than the Exchange Securities shall be included in the Exchange Offer Registration Statement.

(b) The Issuers shall include within the Prospectus contained in the Exchange Offer Registration Statement a section entitled “Plan of Distribution,” which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential “underwriter” status of any broker-dealer that is the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer (a “Participating Broker Dealer”), whether such positions or policies have been publicly disseminated by the staff of the SEC or such positions or policies represent the prevailing views of the staff of the SEC. Such “Plan of Distribution” section shall also expressly permit, to the extent permitted by applicable policies and regulations of the SEC, the use of the Prospectus by all Participating Broker-Dealers, and include a statement describing the means by which Participating Broker-Dealers may resell the Exchange Securities in compliance with the Securities Act.

The Issuers shall use their reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as is necessary to comply with applicable law in connection with any resale of the Exchange Securities; *provided, however*, that such period shall not be required to exceed 90 days, such longer period if extended pursuant to the last paragraph of Section 5 hereof (the “Applicable Period”).

If, prior to consummation of the Exchange Offer, the Initial Purchasers hold any Notes acquired by them that have the status of an unsold allotment in the initial distribution, the Issuers, upon the request of the Initial Purchasers, shall simultaneously with the delivery of the Exchange Notes issue and deliver to the Initial Purchasers, in exchange (the “Private Exchange”) for such Notes held by any such Holder, a like principal amount of notes (the “Private Exchange Notes”) of the Issuers, guaranteed by the Guarantors, that are identical in all material respects to the Exchange Notes except for the placement of a restrictive legend on such Private Exchange Notes. The Private Exchange Notes shall be issued pursuant to the same indenture as the Exchange Notes and bear the same CUSIP number as the Exchange Notes if permitted by the CUSIP Service Bureau.

In connection with the Exchange Offer, the Issuers shall:

- (1) mail, or cause to be mailed, to each Holder of record entitled to participate in the Exchange Offer a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;
- (2) use their respective reasonable best efforts to keep the Exchange Offer open for not less than 20 Business Days from the date that notice of the Exchange Offer is mailed to Holders (or longer if required by applicable law);
- (3) utilize the services of a depository for the Exchange Offer with an address in the Borough of Manhattan, The City of New York or in Wilmington, Delaware;
- (4) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York time, on the last Business Day on which the Exchange Offer remains open; and
- (5) otherwise comply in all material respects with all laws, rules and regulations applicable to the Exchange Offer.

As soon as practicable after the close of the Exchange Offer and any Private Exchange, the Issuers shall:

- (1) accept for exchange all Registrable Securities validly tendered and not validly withdrawn pursuant to the Exchange Offer and any Private Exchange;
- (2) deliver to the Trustee for cancellation all Registrable Securities so accepted for exchange; and
- (3) cause the Trustee to authenticate and deliver promptly to each Holder of Notes, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange; *provided* that, in the case of any Notes held in global form by a depository, authentication and delivery to such depository of one or more replacement Notes in global form in an equivalent principal amount thereto for the account of such Holders in accordance with the Indenture shall satisfy such authentication and delivery requirement.

The Exchange Offer and the Private Exchange shall not be subject to any conditions, other than that (i) the Exchange Offer or Private Exchange, as the case may be, does not violate applicable law or any applicable interpretation of the staff of the SEC; (ii) no action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair the ability of the Issuers to proceed with the Exchange Offer or the Private Exchange, and no material adverse development shall have occurred in any existing action or proceeding with respect to the Issuers; (iii) all governmental approvals shall have been obtained, which approvals the Issuers deem necessary for the consummation of the Exchange Offer or Private Exchange and (iv) the Holders shall have satisfied customary conditions relating to the delivery of Securities and the execution and delivery of customary documentation relating to the Exchange Offer.

The Exchange Securities and the Private Exchange Notes (and related guarantees) shall be issued under (i) the Indenture or (ii) an indenture substantially identical in all material respects to the Indenture and which, in either case, have been qualified under the TIA or are exempt from such qualification and shall provide that the Exchange Securities shall not be subject to the transfer restrictions set forth in the Indenture. The Indenture or such other indenture shall provide that the Exchange Notes, the Private Exchange Notes and the Notes shall vote and consent together on all matters as one class and that none of the Exchange Notes, the Private Exchange Notes or the Notes will have the right to vote or consent as a separate class on any matter.

(c) If, (i) because of any change in law or in currently prevailing interpretations of the staff of the SEC, the Issuers are not permitted to effect the Exchange Offer, (ii) the Exchange Offer is not consummated within 360 days of the Issue Date, (iii) any holder of Private Exchange Notes so requests in writing to the Issuers at any time within 30 days after the consummation of the Exchange Offer, or (iv) in the case of any Holder that participates in the Exchange Offer, such Holder does not receive Exchange Securities on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such Holder as an affiliate of either Issuer within the meaning of the Securities Act) and so notifies the Issuers within 30 days after such Holder first becomes aware of such restrictions, in the case of each of clauses (i) to and including (iv) of this sentence, then the Issuers shall promptly deliver to the Trustee (to deliver to the Holders) written notice thereof (the “Shelf Notice”) and shall file a Shelf Registration pursuant to Section 3 hereof.

### 3. Shelf Registration

If at any time a Shelf Notice is delivered as contemplated by Section 2(c) hereof, then:

(a) Shelf Registration. The Issuers shall promptly file with the SEC a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Registrable Securities (the “Initial Shelf Registration”). The Issuers shall use their reasonable best efforts to file with the SEC the Initial Shelf Registration on or prior to the Filing Date. The Initial Shelf Registration shall be on Form S-1 or another appropriate form permitting registration of such Registrable Securities for resale by Holders in the manner or manners designated by them (including, without limitation, one or more underwritten offerings). The Issuers shall not permit any securities other than the Registrable Securities and the Guarantees to be included in the Initial Shelf Registration or any Subsequent Shelf Registration (as defined below).

The Issuers shall use their respective reasonable best efforts to cause the Shelf Registration to be declared effective under the Securities Act on or prior to the Effectiveness Date and to keep the Initial Shelf Registration continuously effective under the Securities Act until the earliest of (i) the date that is two years from the Issue Date, (ii) such shorter period ending when all Registrable Securities covered by the Initial Shelf Registration have been sold in the manner set forth and as contemplated in the Initial Shelf Registration or, if applicable, a Subsequent Shelf Registration or (iii) the date upon which all Registrable Securities have been sold (the “Effectiveness Period”); *provided, however*, that the Effectiveness Period in respect of the Initial Shelf Registration shall be extended to the extent required to permit dealers to comply with the applicable prospectus delivery requirements of Rule 174 under the Securities Act and as otherwise provided herein. Notwithstanding

anything to the contrary in this Agreement, at any time, the Issuers may delay the filing of any Initial Shelf Registration Statement or delay or suspend the effectiveness thereof, for a reasonable period of time, but not in excess of 60 consecutive days or more than three (3) times during any calendar year (each, a “Shelf Suspension Period”), if the Board of Directors or the members or Board of Managers, as applicable, of each Issuer determines reasonably and in good faith that the filing of any such Initial Shelf Registration Statement or the continuing effectiveness thereof would require the disclosure of non-public material information that, in the reasonable judgment of the Board of Directors or the members or Board of Managers, as applicable, of each Issuer, would be detrimental to either Issuer if so disclosed or would otherwise materially adversely affect a financing, acquisition, disposition, merger or other material transaction or such action is required by applicable law.

(b) Withdrawal of Stop Orders; Subsequent Shelf Registrations. If the Initial Shelf Registration or any Subsequent Shelf Registration ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the Securities registered thereunder), the Issuers shall use their reasonable best efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall file an additional Shelf Registration Statement pursuant to Rule 415 covering all of the Registrable Securities covered by and not sold under the Initial Shelf Registration or an earlier Subsequent Shelf Registration (each, a “Subsequent Shelf Registration”). If a Subsequent Shelf Registration is filed, the Issuers shall use their reasonable best efforts to cause the Subsequent Shelf Registration to be declared effective under the Securities Act as soon as practicable after such filing and to keep such subsequent Shelf Registration continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration or any Subsequent Shelf Registration was previously continuously effective. As used herein the term “Shelf Registration” means the Initial Shelf Registration and any Subsequent Shelf Registration.

(c) Supplements and Amendments. The Issuers shall promptly supplement and amend the Shelf Registration if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration, if required by the Securities Act, or if reasonably requested by the Holders of a majority in aggregate principal amount of the Registrable Securities (or their counsel) covered by such Registration Statement with respect to the information included therein with respect to one or more of such Holders, or, if reasonably requested by any underwriter of such Registrable Securities, with respect to the information included therein with respect to such underwriter.

#### 4. Additional Interest

(a) The Issuers and the Initial Purchasers agree that the Holders will suffer damages if the Issuers fail to fulfill their obligations under Section 2 or Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Issuers agree to pay, jointly and severally, as liquidated damages, additional interest on the Notes (“Additional Interest”) if (A) the Issuers have neither (i) exchanged Exchange Securities for all Securities validly tendered in accordance with the terms of the Exchange Offer nor (ii) had a Shelf Registration Statement declared effective, in either case on or prior to the 360th day after the Issue Date, (B) notwithstanding clause (A), the Issuers are required to file a Shelf Registration

Statement and such Shelf Registration Statement is not declared effective on or prior to the 360th day after the date such Shelf Registration Statement filing was requested or required or (C), if applicable, a Shelf Registration has been declared effective and such Shelf Registration ceases to be effective at any time during the Effectiveness Period (other than because of the sale of all of the Securities registered thereunder), then Additional Interest shall accrue on the principal amount of the Notes at a rate of 0.25% per annum (which rate will be increased by an additional 0.25% per annum for each subsequent 90-day period that such Additional Interest continues to accrue, *provided* that the rate at which such Additional Interest accrues may in no event exceed 1.00% per annum) (such Additional Interest to be calculated by the Issuers) commencing on the (x) 361st day after the Issue Date, in the case of (A) above, (y) the 361st day after the date such Shelf Registration Statement filing was requested or required in the case of (B) above or (z) the day such Shelf Registration ceases to be effective in the case of (C) above; *provided, however*, that upon the exchange of the Exchange Securities for all Securities tendered (in the case of clause (A) of this Section 4), upon the effectiveness of the applicable Shelf Registration Statement (in the case of (B) of this Section 4), or upon the effectiveness of the applicable Shelf Registration Statement which had ceased to remain effective (in the case of (C) of this Section 4), Additional Interest on the Notes in respect of which such events relate as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue. Notwithstanding any other provisions of this Section 4, the Issuers shall not be obligated to pay Additional Interest provided in Section 4(a)(B) during a Shelf Suspension Period permitted by Section 3(a) hereof.

(b) The Issuers shall notify the Trustee within five Business Days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid. Any amounts of Additional Interest due pursuant to clause (a) of this Section 4 will be payable in cash semiannually on each April 1 and October 1 (to the holders of record on the March 15 and September 15 immediately preceding such dates), in each case commencing with the first such date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by the Issuers by multiplying the applicable Additional Interest rate by the principal amount of the Registrable Securities, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30 day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

#### 5. Registration Procedures

In connection with the filing of any Registration Statement pursuant to Section 2 or 3 hereof, the Issuers shall effect such registrations to permit the sale of the securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Issuers hereunder the Issuers shall:

(a) Use their reasonable best efforts to prepare and file with the SEC (prior to the applicable Filing Date in the case of a Shelf Registration), a Registration Statement or Registration Statements as prescribed by Section 2 or 3 hereof, and use their reasonable best efforts to cause each such Registration Statement to-become effective and remain effective as provided

herein; *provided, however*, that if (1) such filing is pursuant to Section 3 hereof or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period relating thereto from whom the Issuers have received prior written notice that it will be a Participating Broker-Dealer in the Exchange Offer, before filing any Registration Statement or Prospectus or any amendments or supplements thereto, the Issuers shall furnish to and afford counsel for the Holders of the Registrable Securities covered by such Registration Statement (with respect to a Registration Statement filed pursuant to Section 3 hereof) or counsel for such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, and counsel to the managing underwriters, if any, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least three Business Days prior to such filing). The Issuers shall not file any Registration Statement or Prospectus or any amendments or supplements thereto if the Holders of a majority in aggregate principal amount of the Registrable Securities covered by such Registration Statement, their counsel, or the managing underwriters, if any, shall reasonably object.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Shelf Registration Statement or Exchange Offer Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period, the Applicable Period or until consummation of the Exchange Offer, as the case may be; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424; and comply with the provisions of the Securities Act and the Exchange Act applicable to them with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by an Participating Broker-Dealer covered by any such Prospectus in all material respects. The Issuers shall be deemed not to have used their reasonable best efforts to keep a Registration Statement effective if they voluntarily take any action that is reasonably expected to result in selling Holders of the Registrable Securities covered thereby or Participating Broker-Dealers seeking to sell Exchange Securities not being able to sell such Registrable Securities or such Exchange Securities during that period unless such action is required by applicable law or permitted by this Agreement.

(c) If (1) a Shelf Registration is filed pursuant to Section 3 hereof or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period relating thereto from whom the Issuers have received written notice that it will be a Participating Broker-Dealer in the Exchange Offer, notify the selling Holders of Registrable Securities (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, their counsel and the managing underwriters, if any, promptly (but in any event within three Business Days), and confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective under the Securities Act (including in such notice a written statement that any Holder may, upon request, obtain, at the sole expense of the Issuers,

one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of the Registrable Securities or resales of Exchange Securities by Participating Broker-Dealers the representations and warranties of the Issuers contained in any agreement (including any underwriting agreement) contemplated by Section 5(m) hereof cease to be true and correct in all material respects, (iv) of the receipt by the Issuers of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Securities or the Exchange Securities to be sold by any Participating Broker-Dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in or amendments or supplements to such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (vi) of the Issuers' determination that a post-effective amendment to a Registration Statement would be appropriate.

(d) Use their reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Securities or the Exchange Securities to be sold by any Participating Broker-Dealer, for sale in any jurisdiction.

(e) If a Shelf Registration is filed pursuant to Section 3 and if requested during the Effectiveness Period by the managing underwriter or underwriters (if any) or the Holders of a majority in aggregate principal amount of the Registrable Securities being sold in connection with an underwritten offering, (i) as promptly as practicable incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters (if any), such Holders or counsel for either of them reasonably request to be included therein and (ii) make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Issuers have received notification of the matters to be incorporated in such prospectus supplement or post-effective amendment.

(f) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, furnish to each selling Holder of Registrable Securities (with respect to a Registration Statement filed pursuant to Section 3

hereof) and to each such Participating Broker-Dealer (with respect to any such Registration Statement) and to their respective counsel and each managing underwriter, if any, upon request and at the sole expense of the Issuers, one conformed copy of the Registration Statement or Registration Statements and each post-effective amendment thereto, including financial statements and schedules, and, if requested, all documents incorporated or deemed to be incorporated therein by reference and all exhibits.

(g) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, deliver to each selling Holder of Registrable Securities (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker Dealer (with respect to any such Registration Statement), as the case may be, their respective counsel, and the underwriters, if any, at the sole expense of the Issuers, as many copies of the Prospectus or Prospectuses (including each form of preliminary prospectus) and each amendment or supplement thereto and any documents incorporated by reference therein as such Persons may reasonably request; and, subject to the last paragraph of this Section 5, the Issuers hereby consent to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Registrable Securities covered by, or the sale by Participating Broker-Dealers of the Exchange Securities pursuant to, such Prospectus and any amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities or any delivery of a Prospectus contained in the Exchange Offer Registration Statement by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, use its reasonable best efforts to register or qualify, and to cooperate with the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, the managing underwriter or underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any selling Holder, Participating Broker-Dealer, or the managing underwriter or underwriters reasonably request in writing; *provided, however*, that where Exchange Securities held by Participating Broker-Dealers or Registrable Securities are offered other than through an underwritten offering, the Issuers agree to cause their counsel to perform Blue Sky investigations and file registrations and qualifications required to be filed pursuant to this Section 5(h), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Exchange Securities held by Participating Broker-Dealers or the Registrable Securities covered by the applicable Registration Statement; *provided, however*, that the Issuers shall not be required to (A) qualify generally to do business in any jurisdiction where they are not then so qualified, (B) take any action that would subject them to general service of process in any such jurisdiction where they are not then so subject or (C) subject themselves to taxation in excess of a nominal dollar amount in any such jurisdiction where they are not then so subject.

(i) If a Shelf Registration is filed pursuant to Section 3 hereof, cooperate with the selling Holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company; and enable such Registrable Securities to be in such denominations (subject to applicable requirements contained in the Indenture) and registered in such names as the managing underwriter or underwriters, if any, or Holders may request.

(j) Use their reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Issuers will cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals.

(k) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, upon the occurrence of any event contemplated by paragraph 5(c)(v) or 5(c)(vi) hereof, as promptly as practicable prepare and (subject to Section 5(a) hereof) file with the SEC, at the sole expense of the Issuers, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder (with respect to a Registration Statement filed pursuant to Section 3 hereof) or to the purchasers of the Exchange Securities to whom such Prospectus will be delivered by a Participating Broker-Dealer (with respect to any such Registration Statement), any such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Prior to the effective date of the first Registration Statement relating to the Registrable Securities, (i) provide the Trustee with certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Registrable Securities.

(m) In connection with any underwritten offering of Registrable Securities pursuant to a Shelf Registration, enter into an underwriting agreement as is customary in underwritten offerings of debt securities similar to the Securities (including, without limitation, a customary condition to the obligations of the underwriters that the underwriters shall have received "cold comfort" letters and updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters from the independent certified public accountants of the Issuers (and, if necessary, any other independent certified public accountants of the Issuers, or of any business acquired by the Issuers, for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed

to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings of debt securities similar to the Securities), and take all such other actions as are reasonably requested by the managing underwriter or underwriters in order to expedite or facilitate the registration or the disposition of such Registrable Securities and, in such connection, (i) make such representations and warranties to, and covenants with, the underwriters with respect to the business of the Issuers (including any acquired business, properties or entity, if applicable), and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by issuers to underwriters in underwritten offerings of debt securities similar to the Securities, and confirm the same in writing if and when reasonably requested; (ii) obtain the written opinions of counsel to the Issuers, and written updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters, addressed to the underwriters covering the matters customarily covered in opinions reasonably requested in underwritten offerings; and (iii) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable to the sellers and underwriters, if any, than those set forth in Section 7 hereof (or such other provisions and procedures reasonably acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the managing underwriter or underwriters or agents, if any). The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder.

(n) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, make available for inspection by any Initial Purchaser, any selling Holder of such Registrable Securities being sold (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, or underwriter (any such Initial Purchasers, Holders, Participating Broker-Dealers, underwriters, attorneys, accountants or agents, collectively, the “Inspectors”), upon written request, at the offices where normally kept, during reasonable business hours, all pertinent financial and other records, pertinent corporate documents and instruments of each Issuer and subsidiaries of each Issuer (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Issuer and any of its subsidiaries to supply all information (“Information”) reasonably requested by any such Inspector in connection with such due diligence responsibilities. Each Inspector shall agree in writing that it will keep the Records and Information confidential, to use the Information only for due diligence purposes, to abstain from using the Information as the basis for any market transactions in Securities of the Issuers and that it will not disclose any of the Records or Information that the Issuers determine, in good faith, to be confidential and notifies the Inspectors in writing are confidential unless (i) the disclosure of such Records or Information is necessary to avoid or correct a misstatement or omission in such Registration Statement or Prospectus, (ii) the release of such Records or Information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such Records or Information is necessary or advisable, in the opinion of counsel for any Inspector,

in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, relating to, or involving this Agreement or the Purchase Agreement, or any transactions contemplated hereby or thereby or arising hereunder or thereunder, or (iv) the information in such Records or Information has been made generally available to the public other than by an Inspector or an “affiliate” (as defined in Rule 405) thereof; *provided, however*, that prior notice shall be provided as soon as practicable to the Issuers of the potential disclosure of any information by such Inspector pursuant to clauses (i) or (ii) of this sentence to permit the Issuers to obtain a protective order (or waive the provisions of this paragraph (n)) and that such Inspector shall take such actions as are reasonably necessary to protect the confidentiality of such information (if practicable) to the extent such action is otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of the Holder or any Inspector.

(o) Provide an indenture trustee for the Registrable Securities or the Exchange Securities, as the case may be, and cause the Indenture or the trust indenture provided for in Section 2(a) hereof, as the case may be, to be qualified under the TIA not later than the effective date of the first Registration Statement relating to the Registrable Securities; and in connection therewith, cooperate with the trustee under any such indenture and the Holders of the Registrable Securities, to effect such changes (if any) to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable best efforts to cause such trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such indenture to be so qualified in a timely manner.

(p) Comply in all material respects with all applicable rules and regulations of the SEC and make generally available to their securityholders with regard to any applicable Registration Statement, a consolidated earning statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any fiscal quarter (or 90 days after the end of any 12-month period if such period is a fiscal year)

(i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Issuer after the effective date of a Registration Statement, which statements shall cover said 12-month periods; *provided* that this requirement shall be deemed satisfied by the Issuers by complying with Section 4.03 of the Indenture.

(q) Upon consummation of the Exchange Offer or a Private Exchange, obtain an opinion of counsel to the Issuers, in a form customary for underwritten transactions, addressed to the Trustee for the benefit of all Holders of Registrable Securities participating in the Exchange Offer or the Private Exchange, as the case may be, that the Exchange Securities or Private Exchange Notes (and the related Guarantees), as the case may be, the related guarantee and the related indenture constitute legal, valid and binding obligations of each Issuer, enforceable against each Issuer in accordance with their respective terms, subject to customary exceptions and qualifications. If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Registrable Securities by Holders to the Issuers (or to such other Person as directed by the Issuers), in exchange for the Exchange Securities or the Private Exchange Notes (and the related Guarantees), as the case may be, the Issuers shall mark, or cause to be marked, on such

Registrable Securities that such Registrable Securities are being cancelled in exchange for the Exchange Securities or the Private Exchange Notes (and the related Guarantees), as the case may be; in no event shall such Registrable Securities be marked as paid or otherwise satisfied.

(r) Use reasonable efforts to cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority (“FINRA”).

(s) Use their respective reasonable best efforts to take all other steps reasonably necessary to effect the registration of the Exchange Securities and/or Registrable Securities covered by a Registration Statement contemplated hereby.

The Issuers may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Issuers such information regarding such seller and the distribution of such Registrable Securities as the Issuers may, from time to time, reasonably request. The Issuers may exclude from such registration the Registrable Securities of any seller so long as such seller fails to furnish such information within a reasonable time after receiving such request. Each seller as to which any Shelf Registration is being effected agrees to furnish promptly to the Issuers all information required to be disclosed in order to make the information previously furnished to the Issuers by such seller not materially misleading.

If any such Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Issuers, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Issuers, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required.

Each Holder of Registrable Securities and each Participating Broker-Dealer agrees by its acquisition of such Registrable Securities or Exchange Securities to be sold by such Participating Broker Dealer, as the case may be, that, upon actual receipt of any notice from the Issuers of the happening of any event of the kind described in Section 5(c)(ii), 5(c)(iv), 5(c)(v), or 5(c)(vi) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus or Exchange Securities to be sold by such Holder or Participating Broker-Dealer, as the case may be, until such Holder’s or Participating Broker-Dealer’s receipt of the copies of the supplemented or amended Prospectus contemplated by Section 5(k) hereof, or until it is advised in writing (the “Advice”) by the Issuers that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto. In the event that the Issuers shall give any such notice, each of the Applicable Period and the Effectiveness Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement or Exchange Securities to be sold by such Participating Broker-Dealer, as the case may be, shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 5(k) hereof or (y) the Advice.

## 6. Registration Expenses

All fees and expenses incident to the performance of or compliance with this Agreement by the Issuers of their obligations under Sections 2, 3, 5 and 8 shall be borne by the Issuers, jointly and severally, whether or not the Exchange Offer Registration Statement or any Shelf Registration Statement is filed or becomes effective or the Exchange Offer is consummated, including, without limitation, (i) all registration and filing fees (including, without limitation, (A) fees with respect to filings required to be made with FINRA in connection with an underwritten offering and (B) fees and expenses of compliance with state securities or Blue Sky laws (including, without limitation, reasonable fees and disbursements of counsel in connection with Blue Sky qualifications of the Registrable Securities or Exchange Securities and determination of the eligibility of the Registrable Securities or Exchange Securities for investment under the laws of such jurisdictions in the United States (x) where the Holders of Registrable Securities are located, in the case of the Exchange Securities, or (y) as provided in Section 5(h) hereof, in the case of Registrable Securities or Exchange Securities to be sold by a Participating Broker-Dealer during the Applicable Period)), (ii) printing expenses, including, without limitation, printing Prospectuses if the printing of Prospectuses is requested by the managing underwriter or underwriters, if any, by the Holders of a majority in aggregate principal amount of the Registrable Securities included in any Registration Statement or in respect of Registrable Securities or Exchange Securities to be sold by any Participating Broker-Dealer during the Applicable Period, as the case may be, (iii) fees and expenses of the Trustee, any exchange agent and their counsel, (iv) fees and disbursements of counsel for the Issuers and, in the case of a Shelf Registration, reasonable fees and disbursements of one special counsel for all of the sellers of Registrable Securities selected by the Holder of a majority in aggregate principal amount of Registrable Securities covered by such Shelf Registration (which counsel shall be reasonably satisfactory to the Issuers) exclusive of any counsel retained pursuant to Section 7 hereof), (v) fees and disbursements of all independent certified public accountants referred to in Section 5(m) hereof (including, without limitation, the expenses of any "cold comfort" letters required by or incident to such performance), (vi) rating agency fees, if any, and any fees associated with making the Registrable Securities or Exchange Securities eligible for trading through The Depository Trust Company, (vii) Securities Act liability insurance, if the Issuers desire such insurance, (viii) fees and expenses of all other Persons retained by the Issuers, (ix) internal expenses of the Issuers (including, without limitation, all salaries and expenses of officers and employees of the Issuers performing legal or accounting duties), (x) the expense of any annual audit, (xi) any fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange, and the obtaining of a rating of the securities, in each case, if applicable and (xii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, indentures and any other documents necessary in order to comply with this Agreement.

## 7. Indemnification and Contribution.

(a) The Issuers and the Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Registrable Securities and each Participating Broker-Dealer selling Exchange Securities during the Applicable Period, and each Person, if any, who controls such Person or its affiliates within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a “Participant”) against any losses, claims, damages or liabilities, joint or several, to which any Participant may become subject under the Securities Act, the Exchange Act or otherwise, insofar as any such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon:

(i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus; or

(ii) the omission or alleged omission to state, in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus or any other document or any amendment or supplement thereto, a material fact required to be stated therein or necessary to make the statements therein not misleading;

and agree (subject to the limitations set forth in the proviso to this sentence) to reimburse, as incurred, the Participant for any reasonable legal or other expenses incurred by the Participant in connection with investigating, defending against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action; *provided, however*, neither the Issuers nor the Guarantors will be liable in any case under this Section 7(a) to the extent that any such loss, claim, damage, or liability arises out of or is based upon any untrue statement or omission or alleged untrue statement or alleged omission made in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information relating to any Participant furnished to the Issuers by such Participant specifically for use therein. The indemnity provided for in this Section 7 will be in addition to any liability that the Issuers may otherwise have to the indemnified parties. The Issuers and the Guarantors shall not be liable under this Section 7 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by the Issuers and the Guarantors, which consent shall not be unreasonably withheld.

(b) Each Participant, severally and not jointly, agrees to indemnify and hold harmless the Issuers, the Guarantors, their respective directors (or equivalent), their respective officers who sign any Registration Statement and each person, if any, who controls the Issuers within the meaning of Section 15 of the Act or Section 20 of the Exchange Act against any losses, claims, damages or liabilities to which the Issuers, the Guarantors or any such director, officer or controlling person may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement or Prospectus, any amendment or supplement thereto, or

any preliminary prospectus, or (ii) the omission or the alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission or alleged untrue statement or alleged omission was made in reliance upon and in conformity with written information concerning such Participant furnished to the Issuers by or on behalf of such Participant specifically for use therein; and subject to the limitation set forth immediately preceding this clause, will reimburse, as incurred, any reasonable legal or other expenses incurred by the Issuers, the Guarantors or any such director, officer or controlling person in connection with investigating or defending against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action in respect thereof. The indemnity provided for in this Section 7 will be in addition to any liability that the Participants may otherwise have to the indemnified parties. The Participants shall not be liable under this Section 7 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by the Participants, which consent shall not be unreasonably withheld.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party of the commencement thereof in writing; but the omission to so notify the indemnifying party (i) will not relieve it from any liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraphs (a) and (b) above. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); *provided, however*, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest (based on the advice of counsel to the indemnified person); (ii) such action includes both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded (based on the advice of counsel to the indemnified person) that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. It is understood and agreed that the indemnifying person shall not, in connection with any

proceeding or separate but related or substantially similar proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) representing the indemnified parties under paragraph (a) or paragraph (b) of this Section 7, as the case may be, who are parties to such action or actions. Any such separate firm for any Participants shall be designated in writing by Participants who sold a majority in interest of the Registrable Securities and Exchange Securities sold by all such Participants in the case of paragraph (a) of this Section 7 or the Issuers in the case of paragraph (b) of this Section 7. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to, or any admission of, fault, culpability or failure to act by or on behalf of any indemnified party. All fees and expenses reimbursed pursuant to this paragraph (c) shall be reimbursed as they are incurred.

(d) After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and approval by such indemnified party of counsel appointed to defend such action, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof, unless (i) the indemnified party shall have employed separate counsel in accordance with the third sentence of paragraph (c) of this Section 7 or (ii) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party. After such notice from the indemnifying party to such indemnified party, the indemnifying party will not be liable for the costs and expenses of any settlement of such action effected by such indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld), unless such indemnified party waived in writing its rights under this Section 7, in which case the indemnified party may effect such a settlement without such consent.

(e) In circumstances in which the indemnity agreement provided for in the preceding paragraphs of this Section 7 is unavailable to, or insufficient to hold harmless, an indemnified party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) (other than by virtue of the failure of an indemnified party to notify the indemnifying party of its right to indemnification pursuant to paragraph (a) or (b) of this Section 7, where such failure materially prejudices the indemnifying party (through the forfeiture of substantial rights or defenses)), each indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect (i) the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the offering of the Securities or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions or alleged

statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof). The relative benefits received by the Issuers and the Guarantors on the one hand and the Participants on the other shall be deemed to be in the same proportion that the total net proceeds from the offering (before deducting expenses) of the Securities received by the Issuers bear to the total discounts and commissions received by the Participants in connection with the sale of the Securities. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers on the one hand, or the Participants on the other hand, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or alleged statement or omission, and any other equitable considerations appropriate in the circumstances. The parties agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the first sentence of this paragraph (e). Notwithstanding any other provision of this paragraph (e), no Participant shall be obligated to make contributions hereunder that in the aggregate exceed the total discounts, commissions and other compensation or net proceeds on the sale of Securities received by such Participant in connection with the sale of the Securities, less the aggregate amount of any damages that such Participant has otherwise been required to pay by reason of the untrue or alleged untrue statements or the omissions or alleged omissions to state a material fact, and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation, For purposes of this paragraph (e), each person, if any, who controls a Participant within the meaning of Section 15 of the Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Participants, and each director, member or manager, as applicable, of each Issuer and the Guarantors, each officer of each Issuer and the Guarantors and each person, if any, who controls the Issuers and the Guarantors within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, shall have the same rights to contribution as the Issuers.

#### 8. Rules 144 and 144A

The Issuers covenant and agree that they will use their reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder in a timely manner in accordance with the requirements of the Securities Act and the Exchange Act and, if at any time the Issuers are not required to file such reports, the Issuers will, upon the request of any Holder or beneficial owner of Registrable Securities, make available such information necessary to permit sales pursuant to Rule 144A. The Issuers further covenant and agree, for so long as any Registrable Securities remain outstanding that they will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act and Rule 144A unless the Issuers are then subject to Section 13 or 15(d) of the Exchange Act and reports filed thereunder satisfy the information requirements of Rule 144A then in effect.

## 9. Underwritten Registrations.

The Issuers shall not be required to assist in an underwritten offering unless requested by the Holders of a majority in aggregate principal amount of the Registrable Securities. If any of the Registrable Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Registrable Securities included in such offering and shall be reasonably acceptable to the Issuers.

No Holder of Registrable Securities may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

## 10. Miscellaneous

(a) No Inconsistent Agreements. The Issuers have not as of the date hereof, and the Issuers shall not, after the date of this Agreement, enter into any agreement with respect to any of their securities that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Issuers' other issued and outstanding securities, if any, under any such agreements. The Issuers will not enter into any agreement with respect to any of their securities which will grant to any Person piggy-back registration rights with respect to any Registration Statement.

(b) Adjustments Affecting Registrable Securities. The Issuers shall not, directly or indirectly, take any action with respect to the Registrable Securities as a class that would adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement.

(c) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of (I) each Issuer, and (II) (A) the Holders of not less than a majority in aggregate principal amount of the then outstanding Registrable Securities and (B) in circumstances that would adversely affect the Participating Broker-Dealers, the Participating Broker-Dealers holding not less than a majority in aggregate principal amount of the Exchange Notes held by all Participating Broker-Dealers; *provided, however,* that Section 7 and this Section 10(c) may not be amended, modified or supplemented without the prior written consent of each Holder and each Participating Broker-Dealer (including any person who was a Holder or Participating Broker-Dealer of Registrable Securities or Exchange Securities, as the case may be, disposed of pursuant to any Registration Statement) affected by any such amendment, modification or supplement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise

the rights of other Holders of Registrable Securities may be given by Holders of at least a majority in aggregate principal amount of the Registrable Securities being sold pursuant to such Registration Statement.

(d) Notices. All notices and other communications (including, without limitation, any notices or other communications to the Trustee) provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, next-day air courier or facsimile:

(i) if to a Holder of the Registrable Securities or any Participating Broker-Dealer, at the most current address of such Holder or Participating Broker-Dealer, as the case may be, set forth on the records of the registrar under the applicable Indenture, with a copy in like manner to the Initial Purchasers as follows:

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, New York 10010  
Attention: LCD-IBD

with a copy to:

Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005  
Attention: John A. Tripodoro, Esq.

(ii) if to the Initial Purchasers, at the address specified in Section 10(d)(i);

(iii) if to the Issuers, at the address as follows:

c/o Pinnacle Foods Group Inc.  
One Old Bloomfield Avenue  
Mountain Lakes, NJ 07046  
Facsimile: (973) 541-6693  
Attention: Kelley Maggs

with a copy to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Facsimile: (212) 455-2502  
Attention: Richard Fenyes, Esq.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier; and upon receipt of confirmation, if sent by facsimile.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address and in the manner specified in such Indenture.

(e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, the Holders and the Participating Broker-Dealers; *provided, however*, that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the indenture.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

**(h) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(i) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(j) Notes Held by Either Issuer or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by either Issuer or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(k) Third-Party Beneficiaries. Holders of Registrable Securities and Participating Broker-Dealers are intended third-party beneficiaries of this Agreement, and this Agreement may be enforced by such Persons.

(l) Entire Agreement. This Agreement, together with the Purchase Agreement, the Joinder Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understandings, correspondence, conversations and memoranda between the Holders on the one hand and the Issuers on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PINNACLE FOODS FINANCE LLC

By: /s/ Kelley Maggs

\_\_\_\_\_  
Name: Kelley Maggs

Title: SVP

PINNACLE FOODS FINANCE CORP.

By: /s/ Kelley Maggs

\_\_\_\_\_  
Name: Kelley Maggs

Title: SVP

PINNACLE FOODS GROUP LLC

as Guarantor

By: /s/ Kelley Maggs

\_\_\_\_\_  
Name: Kelley Maggs

Title: SVP

PINNACLE FOODS INTERNATIONAL CORP.

as Guarantor

By: /s/ Kelley Maggs

\_\_\_\_\_  
Name: Kelley Maggs

Title: SVP

[Signature Page to Registration Rights Agreement]

BIRDS EYE FOODS, INC.  
BIRDS EYE HOLDINGS, INC.  
BIRDS EYE GROUP, INC.  
KENNEDY ENDEAVORS INCORPORATED  
SEASONAL EMPLOYERS, INC.  
BEMSA HOLDING, INC.  
GLK HOLDINGS, INC.  
GLK, LLC  
ROCHESTER HOLDCO, LLC

as Guarantor

By: /s/ Craig Steeneck

Name: Craig Steeneck

Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Registration Rights Agreement]

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

CREDIT SUISSE SECURITIES (USA) LLC  
On behalf of itself and as the Representatives of the several Initial Purchasers

By: Robert Kobre  
Authorized Signatory  
Managing Director

BANC OF AMERICA SECURITIES LLC  
On behalf of itself and as the Representatives of the several Initial Purchasers

By: Stephen Jaeger  
Authorized Signatory  
Managing Director

BARCLAYS CAPITAL INC.  
On behalf of itself and as the Representatives of the several Initial Purchasers

By: Ben Burton  
Authorized Signatory  
Managing Director

[Signature Page to Registration Rights Agreement]

THIS AMENDED AND RESTATED TRANSACTION AND ADVISORY FEE AGREEMENT (this “Agreement”) is dated as of December 23, 2009 and is between Pinnacle Foods Finance LLC, a Delaware limited liability company (together with its successors, the “Company”) and Blackstone Management Partners V L.L.C., a Delaware limited liability company (“BMP”). Capitalized terms used in this Agreement and not defined herein shall be as defined in the Stock Purchase Agreement, dated as of November 18, 2009 (the “Stock Purchase Agreement”), among Birds Eye Holdings LLC, a Delaware limited liability company (“Seller”), Birds Eye Foods, Inc., a Delaware corporation (“Birds Eye”), and Pinnacle Foods Group LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company (“Pinnacle Opco”).

#### BACKGROUND

1. Peak Finance LLC, a Delaware limited liability company that was merged with and into the Company (with the Company as the surviving entity) and BMP entered into to that certain Transaction and Advisory Fee Agreement, dated as of April 2, 2007 (the “Current Transaction and Advisory Fee Agreement”), pursuant to which, among other things, BMP has provided certain financial and structural analysis, due diligence investigation, corporate strategy, and other financial advisory services to the Company.

2. Pursuant to the Stock Purchase Agreement, Pinnacle Opco will acquire all of the issued and outstanding capital stock of Birds Eye from Seller (the “Acquisition”) as of the Closing.

3. BMP has expertise in the areas of finance, strategy, investment, acquisitions and other matters relating to the Company, Birds Eye, and their respective businesses, and has facilitated the Acquisition and certain other related transactions (collectively, the “Transactions”) through its provision of financial and structural analysis, due diligence investigations, other advice and negotiation assistance with all relevant parties to the Transactions. BMP has also provided advice and negotiation assistance with relevant parties in connection with the financing of certain of the Transactions as contemplated by the Stock Purchase Agreement.

4. The Company desires to continue to avail itself, for the term of this Agreement, of BMP’s expertise and services as aforesaid, which the Company believes will be beneficial to it, and BMP desires to continue to make such expertise available and provide such services to the Company on the terms, and subject to the conditions set forth in this Agreement in consideration of the payment of the fees described below by amending and restating in its entirety the Current Transaction and Advisory Fee Agreement.

5. The rendering by BMP of the services described in this Agreement and the funding of equity by certain Affiliates (as defined below) of BMP (the “Affiliated Investors”) has been made and will be made on the basis that the Company will pay, or cause to be paid, the fees described below.

In consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

**SECTION 1. Transaction and M&A Advisory Fees.** In consideration of BMP undertaking financial and structural analysis, due diligence investigations, corporate strategy and other advice and negotiation assistance necessary in order to enable the Transactions to be consummated, Pinnacle Opco will pay, or the Company will cause Pinnacle Opco to pay, BMP at the Closing a non-refundable and irrevocable transaction fee of \$14,000,000.

**SECTION 2. Appointment.** The Company hereby engages BMP to render the Services (as defined below) on the terms and subject to the conditions of this Agreement.

### **SECTION 3. Services.**

(a) BMP agrees that until the Termination Date (as defined in Section 8, below) or the earlier termination of its obligations under this Section 3(a) pursuant to Section 4(f) hereof, it will render to the Company, by and through itself and its affiliates, and such of their respective directors, officers, employees, representatives, agents and third parties as BMP in its sole discretion may designate from time to time (its "Affiliates"), advisory and consulting services in relation to the affairs of the Company and its subsidiaries, including, without limitation, (i) advice regarding the structure, distribution and timing of private or public debt or equity offerings and advice regarding relationships with the Company's and its subsidiaries' lenders and bankers, including in relation to the selection, retention and supervision of independent auditors, outside legal counsel, investment bankers or other financial advisors or consultants, (ii) advice regarding the strategy of the Company and its subsidiaries, (iii) advice regarding the structuring and implementation of equity participation plans, employee benefit plans and other incentive arrangements for certain key executives of the Company, (iv) general advice regarding dispositions and/or acquisitions and (v) such other advice directly related or ancillary to the above financial advisory services as may be reasonably requested by the Company (collectively, the "Services"). However, BMP will have no obligation to provide any other services to the Company absent an agreement between BMP and the Company over the scope of such other services and the payment therefor.

(b) It is expressly agreed that the Services to be rendered hereunder will not include investment banking or other financial advisory services which may be provided by BMP or any of its Affiliates to the Company or any of its affiliates, in connection with any specific acquisition, divestiture, disposition, merger, consolidation, restructuring, refinancing, recapitalization, issuance of private or public debt or equity securities (including, without limitation, an initial public offering of equity securities), financing or similar transaction by the Company or any of its subsidiaries. BMP may be entitled to receive additional compensation for providing services of the type specified in the preceding sentence by mutual agreement of the Company or such subsidiary, on the one hand, and BMP or its relevant Affiliates, on the other hand. In the absence of an express agreement regarding compensation for services performed by BMP or any of its Affiliates in connection with any such transaction specified in this Section 3(b), and without regard to whether any such services were performed, BMP shall be entitled to receive upon consummation of:

(i) any such acquisition, divestiture, disposition, merger, consolidation, restructuring or recapitalization, a non-refundable and irrevocable fee equal to (x) 1% of the aggregate enterprise value of the acquired, divested, merged, consolidated, restructured or recapitalized entity (calculated, on a consolidated basis for such entity, as the sum of (1) the market value of its common equity (or the fair market value thereof if not publicly traded), (2) the value of its preferred stock (at liquidation value), (3) the book value of its minority interests and (4) its aggregate long- and short-term debt, less its cash and cash equivalents), or (y) if such transaction is structured as an asset purchase or sale, 1% of the consideration paid for or received in respect of the assets acquired or disposed of;

(ii) any such refinancing, a non-refundable and irrevocable fee equal to 1% of the aggregate value of the securities subject to such refinancing; and

(iii) any such issuance, a non-refundable and irrevocable fee equal to 1% of the aggregate value of the securities subject to such issuance.

(c) Without affecting the rights of BMP under Section 3(b) hereof, if the Company or any of its subsidiaries determines that it is advisable for the Company or such subsidiary to hire a financial advisor, consultant, investment banker or any similar advisor in connection with any acquisition, divestiture, disposition, merger, consolidation, restructuring, refinancing, recapitalization, issuance of private or public debt or equity securities (including, without limitation, an initial public offering of equity securities), financing or similar transaction, it will notify BMP of such determination in writing. Promptly thereafter, upon the request of BMP, the parties will negotiate in good faith to agree upon appropriate services, compensation and indemnification for the Company or such subsidiary to hire BMP or one of its Affiliates for such services. The Company and its subsidiaries may not hire any person, other than BMP or one of its Affiliates, to perform any such services unless all of the following conditions have been satisfied: (i) the parties are unable to agree upon the terms of the engagement of BMP or its Affiliate to render such services after 30 days following receipt by BMP of such written notice; (ii) such other Person has a reputation that is at least equal to the reputation of BMP or its Affiliate in respect of such services; (iii) ten business days have elapsed after the Company or such subsidiary provides a written notice to BMP of its intention to hire such other Person, which notice shall identify such other Person and shall describe in reasonable detail the nature of the services to be provided, the compensation to be paid and the indemnification to be provided; (iv) the compensation to be paid is not more than BMP or its Affiliate was willing to accept in the negotiations described above; and (v) the indemnification to be provided is not more favorable to the Company or the applicable subsidiary than the indemnification that BMP or its Affiliate was willing to accept in the negotiations described above.

#### SECTION 4. Advisory Fee.

(a) In consideration of the Services being rendered by BMP, for the term of this Agreement, the Company will pay, or will cause to be paid, to BMP an annual non-refundable and irrevocable advisory fee (the "Advisory Fee"; the term "Advisory Fee" as used in this Agreement with respect to any annual period means all amounts payable with respect to such annual period pursuant to Sections 4(b) or (c) hereof, as applicable; provided that notwithstanding anything to the contrary contained in this Agreement, the minimum annual Advisory Fee payable to BMP shall be \$2,500,000).

(b) The Advisory Fee for the year ending December 31, 2009 was equal to \$2,500,000 and was paid to BMP on August 21, 2009.

(c) The Advisory Fee for fiscal year 2010 and each subsequent year shall be equal to the greater of \$2,500,000 or 1% of Consolidated EBITDA (as defined in that certain Credit Agreement (as amended, supplemented or otherwise modified from time to time) entered into as of April 2, 2007, by and among the Company, as borrower, Peak Finance Holdings LLC, a Delaware limited liability company, Barclays Bank PLC as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, Goldman Sachs Credit Partners L.P., as Syndication Agent and Lender, Mizuho Corporate Bank Ltd and General Electric Capital Corporation, as Co-Documentation Agents and as Lenders and each lender from time to time party thereto. The Company will pay, or cause to be paid, to BMP, such Advisory Fee on January 1, 2010, and thereafter on January 1 of each subsequent year throughout the term of this Agreement.

(d) In the event the Company or any of its subsidiaries enters into a business combination transaction with another entity that is large enough to constitute a "significant subsidiary" of the Company under any of the relevant tests contained in Regulation S-X as promulgated by the Securities and Exchange Commission, the Company and BMP will mutually agree, following good faith negotiations, on an appropriate increase in the minimum annual Advisory Fee as warranted by the increase in the Company's size. Such increase will be based on the percentage increase in the Company's EBITDA determined on a pro forma basis giving effect to such business combination transaction.

(e) To the extent the Company cannot pay, or cause to be paid, the Advisory Fee for any reason, including by reason of any prohibition on such payment pursuant to any applicable law or the terms of any debt financing of the Company or its subsidiaries, the payment by the Company or any of its subsidiaries to BMP of the accrued and payable Advisory Fee will be payable immediately on the earlier of (i) the first date on which the payment of such deferred Advisory Fee is no longer prohibited under any contract applicable to the Company and the Company or its subsidiaries, as applicable, is otherwise able to make such payment, or cause such payment to be made, and (ii) total or partial liquidation, dissolution or winding up of the Company. Notwithstanding anything to the contrary herein, under any applicable law or under any contract applicable to the Company or its subsidiaries, any forbearance of collection of the Advisory Fee by BMP shall not be deemed to be a subordination of such payments to any other Person or creditor of the Company or its subsidiaries. Any such forbearance shall be at BMP's sole option and discretion and shall in no way impair BMP's right to collect such payments. Any installment of the Advisory Fee not paid on the scheduled due date will bear interest, payable in cash on each scheduled due date, at an annual rate of 10%, compounded quarterly, from the date due until paid.

(f) Notwithstanding anything to the contrary contained in this Agreement, BMP may elect (in its sole discretion by the delivery of written notice to the Company) at any time in connection with or in anticipation of a change of control of the Company, a sale of all or substantially all of the Company's assets or an initial public offering of the equity of the Company or its successor or any controlling person thereof (or at any time thereafter) to receive, in consideration of the termination of the Services and for any remaining Advisory Fees payable by the Company under this Agreement and in addition to any fees owing to BMP in connection with such transaction pursuant to Section 3(b) hereof, a single lump sum non-refundable and irrevocable cash payment (the "Lump Sum Fee") equal to the then present value (using a discount rate equal to the yield to maturity on the date of such written notice of the class of outstanding U.S. government bonds having a final maturity closest to the tenth anniversary of April 2, 2007 (the "Discount Rate")) of all then current and future Advisory Fees payable under this Agreement, assuming the Termination Date is the tenth anniversary of April 2, 2007. Promptly after the receipt of such written notice, the Company shall pay the Lump Sum Fee to BMP by wire transfer in same-day funds to the bank account designated by BMP, which payment shall not be refundable under any circumstances. Following the payment of the Lump Sum Fee, the obligation of BMP to provide the Services hereunder, and the obligations of the Company to pay Advisory Fees, shall be terminated, but all other provisions of this Agreement shall continue unaffected.

(g) To the extent the Company does not pay, or cause to be paid, any portion of the Lump Sum Payment by reason of any prohibition on such payment pursuant to any applicable law, the terms of any agreement or indenture governing indebtedness of the Company or its subsidiaries, any unpaid portion of the Lump Sum Payment shall be paid to BMP on the first date on which the payment of such unpaid amount is permitted under such agreement or indenture. Notwithstanding anything to the contrary herein, under any applicable law or under any contract applicable to the Company or its subsidiaries, any forbearance of collection of the Lump Sum Fee by BMP shall not be deemed to be a subordination of such payments to any other person, entity or creditor of the Company or its subsidiaries. Any such forbearance shall be at BMP's sole option and discretion and shall in no way impair BMP's right to collect such payments. Any portion of the Lump Sum Payment not paid on the scheduled due date shall bear interest at an annual rate equal to the Discount Rate, compounded quarterly, from the date due until paid.

SECTION 5. Reimbursements. In addition to the fees payable pursuant to this Agreement, the Company will pay, or cause to be paid, directly, or reimburse BMP and each of its Affiliates for, their respective Out-of-Pocket Expenses (as defined below). For the purposes of this Agreement, the term "Out-of-Pocket Expenses" means the out-of-pocket costs and expenses incurred by BMP and its Affiliates in connection with the Transactions and the Services or any other services provided by them under this Agreement (including prior to the Closing), or in order to make Securities and Exchange Commission and other legally required filings relating to the ownership of equity securities of the Company or its successor by BMP or its Affiliates or otherwise incurred by BMP or its Affiliates from time to time in the future in connection with the ownership or subsequent sale or transfer by BMP or its Affiliates of capital stock of the Company or its successor, including, without limitation, (a) fees and disbursements of any independent professionals and organizations, including independent accountants, outside legal counsel or consultants, retained by BMP or any of its Affiliates, (b) costs of any outside services

or independent contractors such as financial printers, couriers, business publications, on-line financial services or similar services, retained or used by BMP or any of its Affiliates, and (c) transportation, per diem costs, word processing expenses or any similar expense not associated with BMP's or its Affiliates' ordinary operations. All payments or reimbursements for Out-of-Pocket Expenses will be made by wire transfer in same-day funds promptly upon or as soon as practicable following request for payment or reimbursement in accordance with this Agreement, to the bank account indicated to the Company by the relevant payee.

#### SECTION 6. Indemnification.

The Company will indemnify and hold harmless BMP, its Affiliates and their respective partners (both general and limited), members (both managing and otherwise), shareholders, officers, directors, employees, agents and representatives (each such Person being an "Indemnified Party") from and against any and all actions, suits, investigations, losses, claims, damages and liabilities, including in connection with seeking indemnification, whether joint or several (the "Liabilities"), related to, arising out of or in connection with the Services or other services contemplated by this Agreement or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing) or the engagement of BMP pursuant to, and the performance by BMP of the Services or other services contemplated by, this Agreement or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing), whether or not pending or threatened, whether or not an Indemnified Party is a party, whether or not resulting in any liability and whether or not such action, claim, suit, investigation or proceeding is initiated or brought by the Company. The Company will reimburse any Indemnified Party for all reasonable costs and expenses (including reasonable attorneys' fees and expenses and any other litigation-related expenses) as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defense of any action, claim, suit, investigation or proceeding for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The Company agrees that it will not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated hereby or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing) (if any Indemnified Party is a party thereto or has been threatened to be made a party thereto) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability, without future obligation or prohibition on the part of the Indemnified Party, arising or that may arise out of such claim, action or proceeding, and does not contain an admission of guilt or liability on the part of the Indemnified Party. The Company will not be liable under the foregoing indemnification provision with respect to any particular loss, claim, damage, liability, cost or expense of an Indemnified Party that is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. The attorneys' fees and other expenses of an Indemnified Party shall be paid by the Company as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Indemnified Party to repay such amounts if it is finally judicially determined that the Liabilities in question resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

The rights of an Indemnified Party to indemnification hereunder will be in addition to any other rights and remedies any such Person may have under any other agreement or instrument to which each Indemnified Party is or becomes a party or is or otherwise becomes a beneficiary or under any law or regulation.

**SECTION 7. Accuracy of Information.** The Company shall furnish or cause to be furnished to BMP such information as BMP believes reasonably appropriate to rendering the Services and other services contemplated by this Agreement and to comply with the Securities and Exchange Commission or other legal requirements relating to the beneficial ownership by BMP or its Affiliates of equity securities of the Company (all such information so furnished, the "Information"). The Company recognizes and confirms that BMP (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the Services and other services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information and (c) is entitled to rely upon the Information without independent verification.

**SECTION 8. Term.** This Agreement will become effective as of the Effective Time and (except as otherwise provided herein) will continue until the "Termination Date," which is the earliest of (i) the tenth anniversary of April 2, 2007, (ii) such time as the Affiliated Investors beneficially own less than 5% of the total common equity of the Company and (iii) such earlier date as the Company and BMP may mutually agree upon in writing; provided, that (x) the occurrence of the Termination Date will not affect the obligations of the Company to pay, or cause to be paid, any amounts accrued but not yet paid as of such date, (y) Section 5 hereof will remain in effect after the Termination Date with respect to Out-of-Pocket Expenses that were incurred prior to or within a reasonable period of time after the Termination Date, but which have not been paid to BMP in accordance with Section 5 hereof, and (z) the provisions of Sections 4(e), 4(g), 6, 7, 9 and 10 hereof will survive after the Termination Date. The Advisory Fee will accrue and be payable with respect to the entire fiscal year of the Company in which the Termination Date occurs.

**SECTION 9. Disclaimer, Opportunities, Release and Limitation of Liability.**

(a) Disclaimer; Standard of Care. BMP makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder or under the Current Transaction and Advisory Agreement. In no event shall BMP be liable to the Company or any of its affiliates for any act, alleged act, omission or alleged omission that does not constitute gross negligence or willful misconduct of BMP as determined by a final, non-appealable determination of a court of competent jurisdiction.

(b) Freedom to Pursue Opportunities. In recognition that BMP and its Affiliates currently have, and will in the future have or will consider acquiring, investments in numerous companies with respect to which BMP or its Affiliates may serve as an advisor, a director or in some other capacity, in recognition that BMP and its Affiliates have myriad duties to various investors and partners, in anticipation that the Company, on the one hand, and BMP (or one or more Affiliates, associated investment funds or portfolio companies), on the other hand, may engage in the same or similar activities or lines of business and have an interest in the

same areas of corporate opportunities, in recognition of the benefits to be derived by the Company hereunder, and in recognition of the difficulties which may confront any advisor who desires and endeavors fully to satisfy such advisor's duties in determining the full scope of such duties in any particular situation, the provisions of this Section 9(b) are set forth to regulate, define and guide the conduct of certain affairs of the Company as they may involve BMP. Except as BMP may otherwise agree in writing after the date hereof:

(i) BMP and its Affiliates shall have the right: (A) to directly or indirectly engage in any business (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Company and its subsidiaries); (B) to directly or indirectly do business with any client or customer of the Company and its subsidiaries; (C) to take any other action that BMP believes in good faith is necessary to or appropriate to fulfill its obligations as described in the first sentence of this Section 9(b); and (D) not to present potential transactions, matters or business opportunities to the Company or any of its subsidiaries, and to pursue, directly or indirectly, any such opportunity for themselves, and to direct any such opportunity to another Person.

(ii) BMP and its Affiliates shall have no duty (contractual or otherwise) to communicate or present any corporate opportunities to the Company or any of its affiliates or to refrain from any actions specified in Section 9(b)(i) hereof, and the Company, on its own behalf and on behalf of its affiliates, hereby irrevocably waives any right to require BMP or any of its Affiliates to act in a manner inconsistent with the provisions of this Section 9(b).

(iii) Neither BMP nor any of its Affiliates shall be liable to the Company or any of its affiliates for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in this Section 9(b) or of any such Person's participation therein.

(c) Release. The Company hereby irrevocably and unconditionally releases and forever discharges BMP and its Affiliates and their respective partners (both general and limited), members (both managing and otherwise), officers, directors, employees, agents and representatives from any and all liabilities, claims and causes of action in connection with the Services or other services contemplated by this Agreement or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing) or the engagement of BMP pursuant to, and the performance by BMP of the Services or other services contemplated by, this Agreement or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing) that the Company may have, or may claim to have, on or after the date hereof, except with respect to any act or omission that constitutes gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction.

(d) Limitation of Liability. In no event will BMP or any of its Affiliates be liable to the Company or any of its affiliates for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third-party claims (whether based in contract, tort or otherwise), relating

to, in connection with or arising out of this Agreement or the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing), including, without limitation, the services to be provided by BMP or any of its Affiliates hereunder or which have been provided by such Persons under the Current Transaction and Advisory Fee Agreement (including, in each case, prior to the Closing), or for any act or omission that does not constitute gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction or in excess of the fees actually received by BMP hereunder.

SECTION 10. Miscellaneous.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by any party hereto from any such provision, will be effective unless it is in writing and signed by each of the parties hereto. Any amendment, waiver or consent will be effective only in the specific instance and for the specific purpose for which given. The waiver by any party of any breach of this Agreement will not operate as or be construed to be a waiver by such party of any subsequent breach.

(b) Any notices or other communications required or permitted hereunder shall be made in writing and will be sufficiently given if delivered personally or sent by facsimile or electronic mail with confirmed receipt, or by overnight courier, addressed as follows or to such other address of which the parties may have given written notice:

if to BMP:

c/o The Blackstone Group L.P.  
345 Park Avenue  
New York, New York 10154  
Attention: Prakash Melwani  
Facsimile: (212) 583-5712  
E-mail: melwani@blackstone.com

with a copy (which copy shall not constitute notice to BMP) to:

Simpson Thacher & Bartlett LLP  
1999 Avenue of the Stars, 29<sup>th</sup> Floor  
Los Angeles, California 90067  
Attention: Daniel Clivner  
Facsimile: (310) 407-7502  
E-mail: dclivner@stblaw.com

if to the Company:

c/o Pinnacle Foods Group LLC  
6 Executive Campus, Suite 100  
Cherry Hill, New Jersey 08002  
Attention: Kelley Maggs  
Facsimile: (973) 541-6693  
E-mail: kelley.maggs@pinnaclefoodscorp.com

Unless otherwise specified herein, such notices or other communications will be deemed received (i) on the date delivered, if delivered personally or sent by facsimile or electronic mail with confirmed receipt, and (ii) one business day after being sent by overnight courier.

(c) This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings relating hereto.

(d) This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any conflicts of law principles that would require the application of the laws of a jurisdiction other than the State of New York.

(e) Each party to this Agreement, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (iii) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this agreement, the court in which such litigation is being heard shall be deemed to be included in clause (i) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by New York law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10(b) hereof is reasonably calculated to give actual notice.

(f) Except as otherwise contemplated by Section 3(a) hereof, neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Company without the prior written consent of BMP; provided, however, that BMP may assign or transfer its duties or interests hereunder to any Affiliate at the sole discretion of BMP. Subject to the foregoing, the provisions of this Agreement will be binding upon and inure to the benefit of the

parties hereto and their respective successors and assigns. Subject to the next sentence, no Person or party other than the parties hereto and their respective successors or permitted assigns is intended to be a beneficiary of this Agreement. The parties acknowledge and agree that BMP and its Affiliates and their respective partners (both general and limited), members (both managing and otherwise), officers, directors, employees, agents and representatives are intended to be third-party beneficiaries under Section 6 hereof.

(g) This Agreement may be executed by one or more parties to this Agreement on any number of separate counterparts (including by facsimile or electronic mail (via .pdf counterpart)), and all of said counterparts taken together will be deemed to constitute one and the same instrument.

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

(i) Each payment made by the Company pursuant to this Agreement shall be paid by wire transfer of immediately available federal funds to such account or accounts as specified by BMP to the Company prior to such payment.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Transaction and Advisory Fee Agreement as of the date first written above.

BLACKSTONE MANAGEMENT PARTNERS V  
L.L.C.

By: \_\_\_\_\_ /s/ PRAKASH MELWANI

Name: Prakash Melwani

Title: Authorized Person

PINNACLE FOODS FINANCE LLC

By: \_\_\_\_\_ /s/ CRAIG STEENECK

Name: Craig Steeneck

Title: Executive Vice President and Chief  
Financial Officer

## SECOND AMENDMENT TO CREDIT AGREEMENT

This Second Amendment to Credit Agreement (this "Amendment") is dated as of December 23, 2009 and is entered into by and among Pinnacle Foods Finance LLC, a Delaware limited liability company (the "Borrower"), Peak Finance Holdings LLC, a Delaware limited liability company ("Holdings"), Barclays Bank PLC ("Barclays"), as Administrative Agent ("Administrative Agent"), the Revolving Commitment Increase Lenders (as defined below), the Tranche C Term Lenders (as defined below) and, for purposes of Sections IV and V hereof, the Guarantors listed on the signature papers hereto, and is made with reference to that certain Credit Agreement, dated as of April 2, 2007 (as amended by that certain First Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of December 4, 2009, and as further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Borrower, Holdings, the Lenders party thereto from time to time, the Administrative Agent, the Collateral Agent and the other Agents named therein. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement after giving effect to this Amendment.

### RECITALS

WHEREAS, the Borrower has requested an increase in the Revolving Credit Commitments and the issuance of Incremental Term Loans in the form of a new tranche of term loans pursuant to and on the terms set forth in Section 2.14(a) of the Credit Agreement; and

WHEREAS, the Borrower, Holdings, the Administrative Agent, the Lenders and/or Additional Lenders providing the Revolving Commitment Increase (the "Revolving Commitment Increase Lenders") and the Lenders and/or Additional Lenders providing the Incremental Term Loans (the "Tranche C Term Lenders") have agreed to amend certain provisions of the Credit Agreement as provided for herein to effect the addition of a new tranche of Incremental Term Loans and a Revolving Commitment Increase to the Credit Agreement pursuant to Section 2.14(a) thereof.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

### SECTION I. REVOLVING COMMITMENT INCREASE AND INCREMENTAL TERM LOANS

#### 1.1 Revolving Commitment Increase.

A. The Borrower confirms and agrees that (i) it has requested an increase in the Revolving Credit Commitments in the amount of \$25,000,000 from the Revolving Commitment Increase Lenders pursuant to and on the terms set forth in Section 2.14(a) of the Credit Agreement, effective on the Second Amendment Effective Date (as defined in Section III below), (ii) on the Second Amendment Effective Date, the Borrower will borrow (and hereby requests funding of) Revolving Loans from the Revolving Commitment Increase Lenders in the amount required by Section 2.14(a) of the Credit Agreement for application as therein set forth

(including the payment of any amount required to be paid under Section 3.05) and (iii) prior to the Second Amendment Effective Date, the Borrower will deliver to the Administrative Agent a timely Committed Loan Notice to effect all Borrowings of Revolving Credit Loans of the Revolving Commitment Increase Lenders required pursuant to Section 2.14(a).

**B.** Each Revolving Commitment Increase Lender agrees that (i) effective on and at all times after the Second Amendment Effective Date, in addition to all Revolving Commitments of such Lender (if any) outstanding prior to the Second Amendment Effective Date, such Revolving Commitment Increase Lender will be bound by all obligations of a Lender under the Credit Agreement in respect of an additional Revolving Commitment in the amount set forth on its Lender Addendum delivered to the Administrative Agent on or before the Second Amendment Effective Date and (ii) on the Second Amendment Effective Date such Revolving Commitment Increase Lender will (A) fund Revolving Loans in the amount required by Section 2.14(a) of the Credit Agreement for application as therein set forth and (B) irrevocably purchase from each Revolving Credit Lender a risk participation in each Letter of Credit and in each Swing Line Loan outstanding on the Second Amendment Effective Date such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding (1) participations in Letters of Credit and (2) participations in Swing Line Loans held by each Revolving Credit Lender (including each Revolving Commitment Increase Lender) will equal the percentage of the aggregate Revolving Credit Commitments of all Revolving Credit Lenders represented by such Revolving Credit Lender's Revolving Credit Commitment. On the Second Amendment Effective Date, each Revolving Commitment Increase Lender which was not a Lender prior to the Second Amendment Effective Date will become a Lender for all purposes of the Credit Agreement. The obligations of the Revolving Commitment Increase Lenders hereunder are in all respects several and not joint. No Revolving Commitment Increase Lender is or ever shall be in any respect responsible or liable for any obligation of any other Revolving Commitment Increase Lender or any other Lender.

## **1.2 Incremental Term Loan.**

**A.** The Borrower confirms and agrees that (i) it has requested an additional tranche of term loans, to be referred to in the Credit Agreement as Tranche C Term Loans, in the amount of \$850,000,000 from the Tranche C Term Lenders pursuant to and on the terms set forth in Section 2.14(a) of the Credit Agreement, effective on the Second Amendment Effective Date, (ii) on the Second Amendment Effective Date, the Borrower will borrow (and hereby requests funding of) the full amount of Tranche C Term Loans from the Tranche C Term Lenders and (iii) prior to the Second Amendment Effective Date, the Borrower will deliver to the Administrative Agent a timely Committed Loan Notice with respect to the Tranche C Term Loan Borrowing.

**B.** Each Tranche C Term Lender agrees that (i) effective on and at all times after the Second Amendment Effective Date, in addition to all Initial Term Loans of such Lender (if any) outstanding prior to the Second Amendment Effective Date, such Tranche C Term Lender will be bound by all obligations of a Lender under the Credit Agreement in respect of the Tranche C Term Commitment in the amount set forth on its Lender Addendum delivered to the Administrative Agent on or before the Second Amendment Effective Date and (ii) on the Second Amendment Effective Date such Tranche C Term Lender will fund Tranche C Term Loans in the amount of such Tranche C Term Lender's Tranche C Term Commitment. On the Second

Amendment Effective Date, each Tranche C Term Lender which was not a Lender prior to the Second Amendment Effective Date will become a Lender for all purposes of the Credit Agreement. The obligations of the Tranche C Term Lenders hereunder are in all respects several and not joint. No Tranche C Term Lender is or ever shall be in any respect responsible or liable for any obligation of any other Tranche C Term Lender or any other Lender.

## **SECTION II. AMENDMENTS TO CREDIT AGREEMENT**

**2.1 Amendment to the Preliminary Statement.** The Preliminary Statement is hereby amended by replacing the term “Term Loans” in the second and third paragraph thereof with the term “Initial Term Loans”.

**2.2 Amendments to Section 1: Definitions.**

A. Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions in proper alphabetical sequence:

“**Initial Term Commitment**” means, as to each Initial Term Lender, its obligation to make an Initial Term Loan to the Borrower pursuant to Section 2.01(a)(i) in an aggregate amount not to exceed the amount set forth opposite such Lender’s name under the caption “Term Commitment” on Schedule 1 to the Lender Addendum delivered by such Lender on or prior to the Closing Date, or, as the case may be, in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. On the Closing Date, the initial aggregate amount of the Initial Term Commitments was \$1,250,000,000.

“**Initial Term Lender**” means, at any time, any Lender that has an Initial Term Commitment or an Initial Term Loan at such time.

“**Initial Term Loan**” means a Loan made pursuant to Section 2.01(a)(i).

“**Second Amendment**” means that certain Second Amendment to Credit Agreement dated as of December 23, 2009 among the Borrower, Holdings, the Administrative Agent and the Lenders party thereto.

“**Second Amendment Effective Date**” means the date of satisfaction of the conditions precedent referred to in Section III of the Second Amendment.

“**Tranche C Term Commitment**” means, as to each Tranche C Term Lender, its obligation to make a Tranche C Term Loan to the Borrower pursuant to Section 2.01(a)(ii) in an aggregate amount not to exceed the amount set forth opposite such Lender’s name under the caption “Tranche C Term Commitment” on Schedule 1 to the Lender Addendum delivered by such Lender, or, as the case may be, in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Second Amendment Effective Date, the initial aggregate amount of the Tranche C Term Commitments shall be \$850,000,000.

“**Tranche C Term Lender**” means, at any time, any Lender that has a Tranche C Term Commitment or a Tranche C Term Loan at such time.

“**Tranche C Term Loan**” means a Loan made pursuant to Section 2.01(a)(ii).

**B. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Applicable Rate” in its entirety to read as follows:

““**Applicable Rate**” means a percentage per annum equal to (a) (i) for Eurocurrency Rate Loans that are Tranche C Term Loans, 5.00% and (ii) for Base Rate Loans that are Tranche C Term Loans, 4.00% and (b) the following percentages per annum, based upon the Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

Applicable Rate

Pricing Level	Total Leverage Ratio	Eurocurrency Rate for Revolving Loans and Letter of Credit Fees	Base Rate for Revolving Loans	Commitment Fees Rate	Eurocurrency Rate for Initial Term Loans	Base Rate for Initial Term Loans
1	>6.5:1	2.75%	1.75%	0.50%	2.75%	1.75%
2	≤6.5:1 but >6.0:1	2.50%	1.50%	0.50%	2.50%	1.50%
3	≤6.0:1 but >5.5:1	2.25%	1.25%	0.50%	2.50%	1.50%
4	<5.5:1	2.00%	1.00%	0.375%	2.50%	1.50%

Any increase or decrease in the Applicable Rate resulting from a change in the Total Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); *provided that* at the option of the Administrative Agent or the Required Lenders, the highest Pricing Level shall apply (x) as of the first Business Day after the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply) and (y) as of the first Business Day after an Event of Default under Section 8.01(a) shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).”

**C. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the first sentence of the definition of “Base Rate” in its entirety to read as follows: ““**Base Rate**” means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its “Prime Rate” and (c) solely with respect to Tranche C Term Loans that are Base Rate Loans, 3.50% per annum.”

**D. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Class” in its entirety to read as follows:

“**Class**” (a) when used with respect to Lenders, refers to whether such Lenders are Revolving Credit Lenders, Initial Term Lenders or Tranche C Term Lenders, (b) when used with respect to Commitments, refers to whether such Commitments are Revolving Credit Commitments, Initial Term Commitments or Tranche C Term Commitments and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Revolving Credit Loans, Initial Term Loans or Tranche C Term Loans.

**E. Section 1.01** of the Credit Agreement is hereby amended by adding the following sentence to the end of the definition of “Eurocurrency Rate”:

“Notwithstanding the foregoing, the Eurocurrency Rate for Tranche C Term Loans that are Eurocurrency Rate Loans shall at no time be less than 2.50% per annum.”

**Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Lender Addendum” in its entirety to read as follows: “**Lender Addendum**” means, with respect to any initial Lender, Tranche C Term Lender or Revolving Commitment Increase Lender, a Lender Addendum, substantially in the form of Exhibit J, or otherwise acceptable to the Administrative Agent, to be executed and delivered by such Lender on the Closing Date or the Second Amendment Effective Date, as applicable, as provided in Section 10.23.

**F. Section 1.01** of the Credit Agreement is hereby amended by amending the definition of “Revolving Credit Commitment” by (i) deleting the last sentence thereof and (ii) inserting the following sentence at the end thereof: “The aggregate Revolving Credit Commitments of all Revolving Credit Lenders was \$125,000,000 on the Closing Date and shall be \$150,000,000 on the Second Amendment Effective Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.”

**G. Section 1.01** of the Credit Agreement is hereby amended by amending the definition of “Term Borrowing” by inserting (i) “, Class” immediately following the word “Type” therein and (ii) “applicable” immediately preceding “Term Lenders”.

**H. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Term Commitment” in its entirety to read as follows: “**Term Commitment**” means, as to any Term Lender, its Initial Term Commitment and/or Tranche C Term Commitment, as applicable.”

**I. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Term Lender” in its entirety to read as follows: “**Term Lender**” means, any Initial Term Lender and/or any Tranche C Term Lender.”

**J. Section 1.01** of the Credit Agreement is hereby amended by amending and restating the definition of “Term Loan” in its entirety to read as follows: “**Term Loans**” means, Initial Term Loans and Tranche C Term Loans.”

**2.3 Amendment to Section 2.01(a).** Section 2.01(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

*“The Term Borrowings.* Subject to the terms and conditions set forth herein, (i) each Initial Term Lender severally agrees to make to the Borrower a single loan denominated in Dollars in an amount equal to such Initial Term Lender’s Initial Term Commitment on the Closing Date and (ii) each Tranche C Term Lender severally agrees to make to the Borrower a single loan denominated in Dollars in an amount equal to such Tranche C Term Lender’s Tranche C Term Commitment on the Second Amendment Effective Date. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Term Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein.”

**2.4 Amendment to Section 2.05.** Section 2.05(b)(v) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(X) Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied (a) pro rata to the Initial Term Loans and Tranche C Term Loans and (b) in direct order of maturity to repayments thereof required pursuant to Section 2.07(a); and (Y) each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares subject to clause (vi) of this Section 2.05(b).”

**2.5 Amendment to Section 2.07.** Section 2.07(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

*“Term Loans.* The Borrower shall repay to the Administrative Agent for the ratable account of (i) the Initial Term Lenders (A) on the last Business Day of each March, June, September and December, commencing with the last Business Day of September 2007, an aggregate amount equal to 0.25% of the aggregate amount of all Initial Term Loans outstanding on the Closing Date (which payments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05) and (B) on the Maturity Date for the Term Loans, the aggregate principal amount of all Initial Term Loans outstanding on such date, and (ii) the Tranche C Term Lenders (A) on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2010, an aggregate amount equal to 0.25% of the aggregate amount of all Tranche C Term Loans outstanding on the Second Amendment Effective Date (which payments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05) and (B) on the Maturity Date for the Term Loans, the aggregate principal amount of all Tranche C Term Loans outstanding on such date.”

**2.6 Amendment to Section 7.10.** Section 7.10 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

*“Use of Proceeds.* Use the proceeds of (i) any Credit Extension (other than the Borrowing of the Tranche C Term Loans), whether directly or indirectly, in a manner inconsistent with the uses set forth in the preliminary statements to this Agreement or (ii) the Tranche C Term Loans, for any purpose other than to pay the consideration for the acquisition of all of the equity interests in Birds Eye Foods, Inc., to repay any indebtedness of Birds Eye Foods, Inc. or its subsidiaries, or to pay fees, costs and expenses related to such transactions, in each case in this clause (ii), on the Second Amendment Effective Date.”

**2.7 Amendment to Section 10.23.** Section 10.23 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Delivery of Lender Addenda. Each initial Lender, each Revolving Commitment Increase Lender and each Tranche C Term Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Lender, the Borrower and the Administrative Agent.”

**2.8 Amendment to Exhibit J.** Exhibit J to the Credit Agreement is hereby replaced in its entirety with the form of Lender Addendum attached hereto as Exhibit A.

### **SECTION III. CONDITIONS TO EFFECTIVENESS**

This Amendment shall become effective only upon the satisfaction of all of the following conditions precedent (the date of satisfaction of such conditions being referred to herein as the “Second Amendment Effective Date”):

**A. Execution.** The Administrative Agent shall have (i) executed this Amendment and (ii) received a counterpart signature page of this Amendment duly executed by each of the Loan Parties, each Revolving Commitment Increase Lender and each Tranche C Term Lender.

**B. Fees.** The Administrative Agent shall have received (i) on behalf of each Tranche C Term Lender who has executed this Amendment, a nonrefundable fee equal to 1.00% of such Lender’s Tranche C Term Commitment, which fee shall be fully earned and payable on the date hereof (and may be paid out of the proceeds of the Tranche C Term Loan) and (ii) all fees and other amounts due and payable on or prior to the Second Amendment Effective Date, including, to the extent invoiced on or before the Second Amendment Effective Date, reimbursement or other payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower in connection with the Second Amendment or under any other Loan Document (including all reasonable fees, charges and disbursements of Latham & Watkins LLP, counsel to the Administrative Agent, incurred in connection with this Amendment).

**C. Committed Loan Notice.** The Administrative Agent shall have received a Committed Loan Notice relating to the Borrowing of the Tranche C Term Loan and any Revolving Loans to be borrowed on the Second Amendment Effective Date.

**D. Acquisition and Related Transaction Consummation.** The acquisition (the “Acquisition”) of all of the equity interests in Birds Eye Foods, Inc. from Birds Eye Holdings LLC by the Borrower directly, or indirectly through Pinnacle Foods Group LLC, its wholly owned subsidiary, as the buyer (the “Buyer”), shall have been consummated, or shall be consummated substantially simultaneously with the Borrowing of the Tranche C Term Loan, in accordance with the term of the Acquisition Agreement (as defined below), without giving effect to any amendments or waivers by the Borrower that are materially adverse to the Lenders without the consent of the Administrative Agent which consent shall not be unreasonably withheld, conditioned or delayed.

**E. Material Adverse Effect.** Since June 27, 2009, there shall not have occurred any Material Adverse Effect (as defined in the Acquisition Agreement).

**F. Equity Contribution.** The Sponsor shall have directly or indirectly contributed or caused to be contributed an aggregate amount of cash equity equal to at least \$260,000,000 (the “Equity Contribution”) and to the extent the Equity Contribution is exchanged for any interest other than common equity, it shall be on terms and conditions and pursuant to documentation reasonably satisfactory to the Administrative Agent.

**G. Opinion of Counsel to Loan Parties.** The Administrative Agent shall have received an executed copy of a written opinion of Simpson, Thacher & Bartlett LLP, counsel for the Loan Parties, addressed to the Administrative Lender and the Lenders party to the Credit Agreement, dated as of the Second Amendment Effective Date, in form and substance substantially identical to the opinion delivered in connection with the Credit Agreement on the Closing Date, and otherwise in form and substance satisfactory to the Administrative Agent.

**H. No Default or Event of Default.** No event has occurred and is continuing or will result from the consummation of the transactions contemplated by, and the effectiveness of, this Amendment (including, without limitation, any Credit Extension under the Amended Agreement) that would constitute a Default or an Event of Default.

**I. Representations and Warranties.** (i) Each of the representations and warranties contained in Section IV below (except, with respect to Section IV.F., and solely with respect to Birds Eye Foods, Inc. (the “Target”) and its Subsidiaries, the representations contained in Sections 5.03, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.15. and 5.16 of the Credit Agreement) shall be true and correct in all material respects (both before and after giving effect to the Acquisition); *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided, further* that, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and (ii) the Buyer shall not have the right to terminate that certain Stock Purchase Agreement by and among Birds Eye Holdings, LLC, Birds Eye Foods, Inc. and Pinnacle Foods Group LLC, in the form dated and delivered to the Administrative Agent on November 18, 2009 (the “Acquisition Agreement”) pursuant to Section 8.01(b) thereof (without giving effect to any waiver of such right by the Buyer) by virtue of a breach of any representation or warranty contained therein.

**J. Target Financial Statements.** The Administrative Agent shall have received (a) audited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of the Target for the fiscal years ended June 27, 2009, June 28, 2008, and June 30, 2007, in each case, without qualification by the Target’s auditors, (b) unaudited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of the Target for each subsequent fiscal quarter ended at least 45 days before the Second Amendment Effective Date (which will have been reviewed by the independent accountants for the Borrower or the Target as provided in the Statement on Auditing Standards No. 100) and (c) any Required Information (as defined in the Acquisition Agreement).

**K. Borrower Financial Statements.** The Administrative Agent shall have received a pro forma consolidated statement of income of the Borrower for the most recently completed fiscal year and any interim period ended at least 45 days prior to the Second Amendment Effective Date and a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Second Amendment Effective Date, in each case in the form customarily included in offering documents used in Rule 144A offerings by affiliates of the Sponsor and prepared after giving effect to the Acquisition and all related transactions as if the Acquisition and the related transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements).

**L. Section 2.14 Officer's Certificate.** The Administrative Agent shall have received an officer's certificate, in form and substance reasonably satisfactory to the Administrative Agent, executed by the chief financial officer of the Borrower certifying that (i) (a) at the time the Borrower provided notice to the Administrative Agent of its request for Incremental Acquisition Loans consisting of an increase in the Revolving Credit Commitments and an additional tranche of term loans, (b) upon the effectiveness of this Amendment and (c) at the time the Tranche C Term Loans are made (and after giving effect thereto), no Default or Event of Default existed or shall exist, as applicable, and (ii) attached to such certificate is the calculation of the Senior Secured Incurrence Test showing that after giving effect to the incurrence of the Tranche C Term Loans and any borrowings on the Second Amendment Effective Date under the increased Revolving Credit Commitments, the Senior Secured Incurrence Test (on a Pro Forma Basis) will be satisfied.

**M. Other Documents.** The Administrative Agent and the Lenders shall have received customary corporate documents and certificates (including a certificate from the chief financial officer of the Borrower with respect to the solvency (on a consolidated basis) of the Borrower and its subsidiaries after giving pro forma effect for the Acquisition) each in form and substance substantially identical to those delivered in connection with the Credit Agreement on the Closing Date and otherwise in form and substance satisfactory to the Administrative Agent; *provided* that the solvency certificate shall be in substantially the form attached hereto as Exhibit B (with such changes, if any, as the Administrative Agent may approve).

#### **SECTION IV. REPRESENTATIONS AND WARRANTIES**

In order to induce the Administrative Agent, the Revolving Commitment Increase Lenders and the Tranche C Term Lenders to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, each Loan Party which is a party hereto represents and warrants to each of the Administrative Agent, the Revolving Commitment Increase Lenders and the Tranche C Term Lenders that the following statements are true and correct in all material respects:

**A. Corporate Power and Authority.** Each Loan Party which is party hereto has all requisite power and authority to enter into this Amendment and to carry out the transactions contemplated by, and to perform its obligations under, this Amendment and under the Credit Agreement, as amended by this Amendment (the "Amended Agreement") and the other Loan Documents.

**B. Authorization of Agreements.** The execution and delivery of this Amendment and the performance of this Amendment and the Amended Agreement and the other Loan Documents have been duly authorized by all necessary action on the part of each Loan Party party hereto and thereto.

**C. No Conflict.** The execution and delivery by each Loan Party of this Amendment and the performance by each Loan Party party hereto and thereto of this Amendment and the Amended Agreement and the other Loan Documents do not and will not (i) violate (A) any provision of any law, statute, rule or regulation, or of the certificate or articles of incorporation or partnership agreement, other constitutive documents or by-laws of Holdings, the Borrower or any Loan Party or (B) any applicable order of any court or any rule, regulation or order of any Governmental Authority where any such violation referred to in clause (A) or (B) of this Section IV.C.(i), individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under any Contractual Obligation of the applicable Loan Party, (iii) except as permitted under the Amended Agreement, result in or require the creation or imposition of any Lien upon any of the properties or assets of each Loan Party (other than any Liens created under any of the Loan Documents in favor of Administrative Agent on behalf of Lenders), or (iv) require any approval of stockholders or partners or any approval or consent of any Person under any Contractual Obligation of each Loan Party, except for such approvals or consents which will be obtained on or before the Second Amendment Effective Date and except for any such approvals of stockholders or partners the failure of which to obtain will not have a Material Adverse Effect.

**D. Governmental Consents.** No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution and delivery by each Loan Party of this Amendment and the performance by, or enforcement against, each Loan Party party hereto and thereto of this Amendment and the Amended Agreement and the other Loan Documents, except for such actions, consents and approvals the failure to obtain or make which could not reasonably be expected to result in a Material Adverse Effect or which have been obtained and are in full force and effect.

**E. Binding Obligation.** This Amendment and the Amended Agreement have been duly executed and delivered by each of the Loan Parties party thereto and each constitutes a legal, valid and binding obligation of such Loan Party to the extent a party thereto, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by Debtor Relief Laws and by general principles of equity.

**F. Incorporation of Representations and Warranties from Credit Agreement.** The representations and warranties contained in Article V of the Amended Agreement are and will be true and correct in all material respects on and as of the Second Amendment Effective Date (both before and after giving effect to the Acquisition); *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided, further* that, any representation and

warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

**G. Absence of Default.** No event has occurred and is continuing or will result from the consummation of the transactions contemplated by, and the effectiveness of, this Amendment (including, without limitation, any Credit Extension under the Amended Agreement) that would constitute a Default or an Event of Default.

**H. Patriot Act.** To the extent applicable, each Loan Party and each Subsidiary of each Loan Party (including the Target and its Subsidiaries) is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the Patriot Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

## **SECTION V. ACKNOWLEDGMENT AND CONSENT**

Each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement and this Amendment and consents to the amendment of the Credit Agreement effected pursuant to this Amendment. Each Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all “Obligations” under each of the Loan Documents to which is a party (in each case as such terms are defined in the applicable Loan Document (as amended hereby)).

Each Guarantor acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment.

Each Guarantor (other than Holdings) acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

## SECTION VI. MISCELLANEOUS

### **A. Reference to and Effect on the Credit Agreement and the Other Loan Documents.**

(i) On and after the Second Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(ii) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(iii) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Agent or Lender under, the Credit Agreement or any of the other Loan Documents.

**B. Headings.** Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

**C. Integration, Applicable Law and Waiver of Jury Trial.** The provisions of Sections 10.12 (*Integration*), 10.16 (*Governing Law*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement shall apply with like effect to this Amendment.

**D. Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic method of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopier or other electronic method be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic method.

**E. Severability.** If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

*[Remainder of this page intentionally left blank.]*

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

**BORROWER:**

**PINNACLE FOODS FINANCE LLC**

By: \_\_\_\_\_ /s/ KELLEY MAGGS  
Name: Kelley Maggs  
Title: SVP

Second Amendment to Credit Agreement

**GUARANTORS:**

**PEAK FINANCE HOLDINGS LLC**

By: \_\_\_\_\_ /s/ KELLEY MAGGS  
Name: Kelley Maggs  
Title: SVP

**PINNACLE FOODS FINANCE CORP.**

By: \_\_\_\_\_ /s/ KELLEY MAGGS  
Name: Kelley Maggs  
Title: SVP

**PINNACLE FOODS GROUP LLC**

By: \_\_\_\_\_ /s/ KELLEY MAGGS  
Name: Kelley Maggs  
Title: SVP

**PINNACLE FOODS INTERNATIONAL CORP.**

By: \_\_\_\_\_ /s/ KELLEY MAGGS  
Name: Kelley Maggs  
Title: SVP

Second Amendment to Credit Agreement

**BARCLAYS BANK PLC,**  
as Administrative Agent, a Tranche C Term Lender  
and a Revolving Commitment Increase Lender

By: /s/ Diane Rolfe \_\_\_\_\_

Name: Diane Rolfe

Title: Director

Second Amendment to Credit Agreement

This amendment was executed by authorized signatories of 6 Lenders

**[LENDER]**

as a Tranche C Term Lender and a  
Revolving Commitment Increase  
Lender

By: \_\_\_\_\_

Name:

Title:

Second Amendment to Credit Agreement

[\_\_\_\_\_] ,  
as a Tranche C Term Lender

By: \_\_\_\_\_  
Name:  
Title:

Second Amendment to Credit Agreement

[\_\_\_\_\_] ,  
as a Tranche C Term Lender

By: \_\_\_\_\_  
Name:  
Title:

Second Amendment to Credit Agreement

**FORM OF**  
**LENDER ADDENDUM**

LENDER ADDENDUM, dated as of [\_\_\_\_\_] (this "Lender Addendum"), to the Credit Agreement, dated as of April 2, 2007 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among Pinnacle Foods Finance LLC (the "Borrower"), Peak Finance Holdings LLC ("Holdings"), Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent, Mizuho Corporate Bank, Ltd. and General Electric Capital Corporation, as Co-Documentation Agents, and each lender from time to time party thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Upon execution and delivery of this Lender Addendum by the parties hereto as provided in Section 10.23 of the Credit Agreement, the undersigned hereby becomes a party to the Credit Agreement with all the rights and obligations of a Lender thereunder having the Commitments set forth in Schedule 1 hereto, effective as of the Closing Date.

THIS LENDER ADDENDUM SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Lender Addendum may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this Lender Addendum to be executed and delivered by a duly authorized officer on the date first above written.

[LENDER]

By: \_\_\_\_\_  
Name:  
Title:

Accepted this \_\_\_\_ day of \_\_\_\_\_

PINNACLE FOODS FINANCE LLC,  
as Borrower

By: \_\_\_\_\_  
Title:

BARCLAYS BANK PLC,  
as Administrative Agent

By: \_\_\_\_\_  
Title:

COMMITMENTS AND NOTICE ADDRESS

1. Name of Lender: \_\_\_\_\_  
Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_
2. Revolving Credit Commitment:
3. Initial Term Commitment:
4. Tranche C Term Commitment:

[Form of]  
**SOLVENCY CERTIFICATE  
OF  
PINNACLE FOODS FINANCE LLC**

[     ]

This Solvency Certificate (this “Certificate”) is delivered pursuant to Section 4.01 (a)(vii) of the Credit Agreement, dated as of April 2, 2007 (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), among Pinnacle Foods Finance LLC (the “Borrower”), Peak Finance Holdings LLC (“Holdings”), Barclays Bank PLC, as Administrative Agent, Collateral Agent and Swing Line Lender, Goldman Sachs Credit Partners L.P., as Syndication Agent, Mizuho Corporate Bank, Ltd. and General Electric Capital Corporation, as Co-Documentation Agents, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). Capitalized terms used herein without definition have the same meanings as in the Credit Agreement.

I hereby certify on behalf of the Loan Parties as follows:

1. I am the duly qualified and acting Chief Financial Officer of the Borrower and in such capacity am a senior financial officer with responsibility for the management of the financial affairs of the Borrower and the preparation of consolidated financial statements of the Borrower and its subsidiaries. I acted on behalf of the Borrower in connection with the negotiation and execution of the Credit Agreement, the other Loan Documents and each other document relating to the Transaction. In connection with the following certifications, I have reviewed the financial statements of the Borrower and its subsidiaries.

2. I have carefully reviewed the contents of this Certificate, and I have conferred with counsel for the Borrower for the purpose of discussing the meaning of its contents and the purpose for which it is to be used. I have made such investigations and inquiries as I have deemed to be necessary and prudent, and have reviewed the Credit Agreement, the other Loan Documents and each other document relating to the Transaction. I am providing this certificate solely in my capacity as an officer of the Borrower.

3. The fair value of the property of the Company (as used herein “Company” means the Borrower and its subsidiaries on a consolidated basis) is not as of the date hereof, nor will it be after giving effect to the Transaction, less than the total amount of liabilities, including contingent liabilities, of the Company (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability).

4. The present fair salable value of the assets of the Company is not as of the date hereof, nor will it be after giving effect to the Transaction, less than the total amount of liabilities, including contingent liabilities, of the Company (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability).

5. After giving effect to the Transaction, the Company will not incur debts or liabilities beyond the Company’s ability to pay such debts and liabilities as they mature.

6. After giving effect to the Transaction, the Company will not be left with property remaining in its hands constituting “unreasonably small capital.” I understand that “unreasonably small capital” depends upon the nature of the particular business or businesses conducted or to be conducted, and I have reached my conclusion based on the needs and anticipated needs for capital of the businesses conducted or anticipated to be conducted by the Company in light of the projected financial statements and available credit capacity.

**Pinnacle Foods Group Completes Acquisition of Birds Eye Foods**

*Combination creates a powerful portfolio of iconic brands with category leadership positions*

*Mt. Lakes, NJ, December 23, 2009* — Pinnacle Foods Group LLC (“Pinnacle Foods”), a private equity portfolio company of The Blackstone Group (“Blackstone”), has completed its previously-announced acquisition of Birds Eye Foods, Inc. (“Birds Eye Foods”) from a holding company controlled by Vestar Capital Partners, Pro-Fac Cooperative, and Birds Eye Foods management. The transaction positions Pinnacle Foods as a leader in both the frozen and shelf-stable business segments.

“Birds Eye Foods represents an ideal strategic fit,” said Bob Gamgort, CEO of Pinnacle Foods. “We look forward to harnessing the power of the combined brand portfolio to better serve our consumers and customers.”

The \$1.3 billion acquisition, announced on November 19, was funded via a combination of new debt financing and a significant equity contribution by affiliates of Blackstone. The debt financing consisted of \$850 million of senior secured credit facilities arranged by Barclays Capital, BofA Merrill Lynch, Credit Suisse, HSBC, and Macquarie Capital, and \$300 million of new senior unsecured bonds arranged by Credit Suisse, BofA Merrill Lynch, Barclays Capital, HSBC, and Macquarie Capital.

Pinnacle Foods was advised by Blackstone Advisory Partners LP, Barclays Capital, BofA Merrill Lynch, and Credit Suisse. Birds Eye Foods was advised by Centerview Partners, JP Morgan, and UBS. Simpson Thacher & Bartlett LLP acted as legal counsel to Pinnacle Foods. Kirkland & Ellis LLP served as legal counsel to Birds Eye Foods.

**About Pinnacle Foods Group LLC and Birds Eye Foods, Inc.**

Pinnacle Foods, owned by private equity funds controlled by The Blackstone Group, manufactures and distributes iconic, branded packaged foods that can be found in 80% of U.S. households. The company’s diversified portfolio holds the #1 or #2 position in eight of eleven categories in which it competes, and includes well-known brands such as Duncan Hines® baking mixes and frostings, Vlasic® pickles, peppers and relish, Mrs. Butterworth’s® and Log Cabin® syrups, Armour® canned meats, Swanson® and Hungry-Man® frozen dinners and entrees, Van de Kamp’s® and Mrs. Paul’s® frozen seafood, Aunt Jemima® frozen breakfast, Lender’s® bagels, and Celeste® frozen pizza.

Birds Eye Foods is a nationally recognized packaged food company with more than \$930 million of total sales and leading consumer brands in frozen vegetables and meals, including Birds Eye®, Birds Eye Steamfresh®, and Birds Eye Voila!®, as well as shelf-stable brands including Comstock® and Wilderness® pie fillings and toppings, Nalley® and Brooks® chili and chili ingredients, and snacks from Tim's Cascade Snacks®, Snyder of Berlin®, and Husman®.

#### **About The Blackstone Group**

The Blackstone Group is one of the world's leading investment and advisory firms. We seek to create positive economic impact and long-term value for our investors, the companies we invest in, the companies we advise and the broader global economy. We do this through the commitment of our extraordinary people and flexible capital. Our alternative asset management businesses include the management of corporate private equity funds, real estate funds, funds of hedge funds, credit-oriented funds, collateralized loan obligation vehicles (CLOs) and closed-end mutual funds. The Blackstone Group also provides various financial advisory services, including mergers and acquisitions advisory, restructuring and reorganization advisory and fund placement services. Further information is available at [www.blackstone.com](http://www.blackstone.com).

#### **About Vestar Capital Partners**

Vestar Capital Partners is a leading international private equity firm specializing in management buyouts and growth capital investments with \$7 billion in assets under management. The firm targets companies in the U.S. and Europe with valuations of \$250 million to \$3 billion and operations in five key industry sectors: consumer/services, diversified industries, healthcare, media/communication, and financial services. Vestar invests and collaborates with incumbent management teams, family owners or corporations in a creative, flexible and entrepreneurial way to build long-term franchise and enterprise value. Since the firm's founding in 1988, the Vestar funds have completed more than 65 investments in companies with a total value of more than \$30 billion. Vestar has operations in New York, Boston, Denver, Milan, Munich and Paris. For more information, please visit [www.vestarcapital.com](http://www.vestarcapital.com).

#### **Contact:**

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