

Exhibits

EXHIBIT A – Debtors’ Joint Plan of Reorganization



**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re

EUROFRESH, INC. *et al.*

Debtors.

Relief Requested Applies to:

- Eurofresh, Inc. Only
 Eurofresh Produce, Ltd. Only
 Both Debtors

Case No. 2:-09-bk-07970-CGC
(Jointly Administered)

Chapter 11

**DEBTORS' JOINT PLAN OF
REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY
CODE**

Craig D. Hansen (AZ Bar No. 007405) chansen@ssd.com
Bradley A. Cosman (AZ Bar No. 026223) bcosman@ssd.com
SQUIRE, SANDERS & DEMPSEY L.L.P.
Two Renaissance Square, Suite 2700
40 North Central Avenue
Phoenix, Arizona 85004-4498
(602) 528-4000

and

Kristin E. Richner (OH Bar No. 0078582) krichner@ssd.com
Nicholas J. Brannick (OH Bar No. 0079642) nbrannick@ssd.com
SQUIRE, SANDERS & DEMPSEY L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
(614) 365-2700

Counsel to Debtors and Debtors-In-Possession

**THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY
COURT, AND THE DEBTORS ARE NOT YET SOLICITING VOTES
ON THIS PLAN UNTIL AFTER THE DISCLOSURE STATEMENT
IS APPROVED BY THE BANKRUPTCY COURT**

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EUROFRESH, INC. (“**EFI**”) and EUROFRESH PRODUCE, LTD. (“**EPL**”), debtors and debtors-in-possession (collectively the “**Debtors**”), propose the following joint plan of reorganization for the Debtors (the “**Plan**”) for the resolution of outstanding creditor claims against, and equity interests in, the Debtors pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101-1532. Reference is made to the Disclosure Statement, Filed contemporaneously with the Plan, for a discussion of the Debtors’ history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE PLAN PROVIDES FOR SUBSTANTIVE CONSOLIDATION OF THE ESTATES FOR ALL PURPOSES ASSOCIATED WITH CONFIRMATION AND CONSUMMATION.

SECTION 1

DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

A. Terms Defined in the Plan. Capitalized terms used in the Plan shall have the respective meanings set forth herein.

1. 503(b)(9) Claim – A Claim pursuant to section 503(b)(9) of the Bankruptcy Code.
2. AAI - The Agreement Among Lenders as executed on or about July 15, 2008 by and between SPCP Group LLC and SP Eurofresh LLC, on the one hand and WFF on the other hand, whereby WFF and SPCP Group LLC acquired certain rights arising from or related to the Existing Credit Documents.
3. Accrued Professional Compensation - At any given moment, all accrued fees and expenses (including success fees) for services rendered by all Professionals through and including the Effective Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses. To the extent there is a Final Order denying some or all of a Professional’s fees or expenses, such denied amounts shall no longer be considered Accrued Professional Compensation.
4. Administrative Claim - A Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), and 1114(e)(2) of the Bankruptcy Code, including, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services and reimbursement of expenses Allowed pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c) all fees and charges assessed against the Estates pursuant 123 of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to section 503(b)(3), (4), and (5) of the

Bankruptcy Code, provided, however, that 503(b)(9) Claims shall not be included in the definition of Administrative Claims for the purposes of this Plan.

5. Administrative Claim Bar Date - The deadline for filing requests for payment of Administrative Claims, which shall be thirty days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Claims, which shall be subject to the provisions of SECTION 10.

6. Affiliate - With respect to any Person, (a) any other Person who is a partner, director, officer or stockholder of such Person; and (b) any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such Person, and any partner, director, officer or stockholder of such other Person described. For purposes of this Agreement, control of a Person by another Person shall be deemed to exist if such other Person has the power, directly or indirectly, either to (i) vote twenty percent (20%) or more of the securities having the power to vote in an election of directors of such Person, or (ii) direct the management of such Person, whether by contract or otherwise and whether alone or in combination with others.

7. Allowed - With respect to Claims and Interests: (a) any Claim or Interest, proof of which is timely Filed by the applicable Bar Date (or that by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Interest that is listed in the Schedules as of the Effective Date as not disputed, not contingent, and not unliquidated, and for which no Proof of Claim or Interest has been timely filed; or (c) any Claim Allowed pursuant to the Plan or by Final Order; provided, however, that with respect to any Claim or Interest described in clauses (a) or (b) above, such Claim or Interest shall be considered Allowed only if and to the extent that (x) with respect to any Convenience Claims, no objection to Allowance thereof has been interposed on or prior to the Effective Date, (y) with respect to any Claim or Interest that is not a Convenience Claim, no objection to the Allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (z) such an objection is so interposed and the Claim or Interests shall have been Allowed for distribution purposes only by a Final Order; provided, further, however, that the Claims and Interests described in clauses (a) and (b) above shall not include any (i) Claim or Interest on account of a right, option, warrant, right to convert, or other right to purchase any equity security and (ii) Interest held by or for the benefit of EFI. Except as otherwise specified in the Plan or a Final Order of the Bankruptcy Court, the amount of an Allowed Claim otherwise specified in the Plan or a Bankruptcy Court order, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law. Any Claim or Interest that has been or is hereafter listed in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of Claim or Interest has been timely Filed, is not considered Allowed and shall be expunged without further notice, other than notice to the Holder of such Claim or Interest of such expungement.

8. Ballot(s) - The ballots, including where applicable the Master Ballots, upon which Holders of Impaired Claims or Interests in Impaired Classes entitled to vote shall cast their vote

to accept or reject the Plan and, with respect to the Senior Noteholders the election to participate in the New Money Investment pursuant to the Plan and the Investment and Plan Support Agreement.

9. Bankruptcy Code - Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases.

10. Bankruptcy Court - The United States Bankruptcy Court for the District of Arizona or any other court having jurisdiction over the Chapter 11 Cases.

11. Bankruptcy Rules - The Federal Rules of Bankruptcy Procedure as applicable in the Chapter 11 Cases, promulgated pursuant to section 2075 of the Judicial Code and the general, local, and chambers rules and orders of the Bankruptcy Court.

12. Bar Date - July 6, 2009, except as otherwise provided in the Plan or by Bankruptcy Court order.

13. Bio Dynamics - Bio Dynamics B.V./S.a.r.L., a Luxembourg company, which is an Affiliate, and under the direction, of JB.

14. Business Days - Any day, other than a Saturday, Sunday, or Legal Holiday.

15. Capital Lease - That certain Lease Agreement dated as of March 25, 2008 between SP Eurofresh LLC, a Delaware limited liability company, as Lessor, and EFI, as Lessee, as amended or otherwise modified to date, and all related and ancillary documents.

16. Cash - Cash and cash equivalents.

17. Causes of Action - Any claim, cause of action, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim; and (f) any claim listed in the Plan Supplement.

18. Certificate - Any instrument evidencing a Claim or an Interest.

19. Chapter 11 Cases - The chapter 11 bankruptcy cases commenced by the Debtors on the Petition Date in the Bankruptcy Court, which are assigned case numbers 09-07970 and 09-07971.

20. Claim - Any: (a) claim as defined in section 101(5) of the Bankruptcy Code against a Debtor and (b) with respect to SECTIONS 9.E, F and G, any claim as defined in section 101(5) of the Bankruptcy Code against the applicable Entities referenced therein.

21. Claims and Solicitation Agent - Kurtzman Carson Consultants LLC, located at 2335 Alaska Avenue, El Segundo, California 90245, (888) 249-2792, retained as the Debtors' claims and solicitation agent by order dated April 24, 2009, entitled "Order Authorizing and Approving the Retention of Kurtzman Carson Consultants LLC as Notices, Claims and Solicitation Agent to the Debtors" [Docket No. 51].

22. Claims Register - The official register of Claims and Interests maintained by the Claims and Solicitation Agent.

23. Class - A class of Holders of Claims or Interests as set forth in the Plan.

24. Committee - The Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

25. Confirmation - The entry of the Confirmation Order, subject to all conditions specified in SECTION 11 having been satisfied or waived pursuant to SECTION 11.

26. Confirmation Date - The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

27. Confirmation Hearing - The hearing at which the Confirmation Order is first considered by the Bankruptcy Court.

28. Confirmation Hearing Notice - The notice approved in the Solicitation Procedures Order that sets forth in detail the voting and objection deadlines with respect to the Plan.

29. Confirmation Order - The order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

30. Consummation - The occurrence of the Effective Date.

31. Convenience Claims - Any: (a) General Unsecured Claim (including interest accrued only as of the Petition Date) that is \$1,000 or less or (b) General Unsecured Claim in excess of \$1,000 which the Holder thereof, pursuant to such Holder's ballot or such other election accepted by the Debtors elects to have reduced to the amount of \$1,000 and to be treated as a Convenience Claim, provided, however, that any such Holder making the election set forth herein must make such election with regard to all of the Claims of such Holder.

32. Cure - The distribution in the ordinary course of business as soon as reasonably practicable following the Effective Date of the Cure Amount in Cash, or such other property as may be ordered by the Bankruptcy Court or agreed upon by the parties.

33. Cure Amount - The amount equal to all unpaid monetary obligations under applicable law which are required to be paid under section 365(b) of the Bankruptcy Code or

such lesser amount as may be agreed upon by the parties, under an executory contract or unexpired lease assumed pursuant to section 365 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

34. Cure Bar Date - The deadline for filing requests for payment of Cure, which shall be the later of: (a) thirty days after the Effective Date or (b) thirty days after the date of any notice of assumption of the applicable executory contract or unexpired lease, unless otherwise ordered by the Bankruptcy Court or agreed to by the Debtors and the counterparty to the applicable executory contract or unexpired lease.

35. Debtors - EFI and EPL.

36. Deficiency Claims - The Claims that comprise the portion of the debt owing to a partially Secured Creditor in excess of the value of the collateral secured such debt.

37. Designating IPSA Holders - the IPSA Holders that hold seventy-five percent (75%) or greater in amount of the Senior Noteholder claims held by the IPSA Holders.

38. Disclosure Statement - The Disclosure Statement with respect to the Plan, that is prepared and distributed in accordance with sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

39. Discount Note Indenture Trustee - HSBC Bank USA, N.A., the indenture trustee for the Discount Notes.

40. Discount Noteholder Claims - The general unsecured and contractually subordinated claims arising from the Discount Notes.

41. Discount Notes - The 14 ½% Subordinated Discount Notes issued by EFI.

42. Disposition - The disposition, by sale or merger, of all or substantially all of the New Common Stock, including the Reserved Shares, or of a disposition of all or substantially all of the assets of Reorganized Eurofresh that is to be followed by a distribution to shareholders.

43. Disputed - With respect to any Claim or Interest, any Claim or Interest on the Claims Register that is not yet Allowed.

44. Distribution - Payments in Cash or distributions of other property made pursuant to the Plan.

45. Distribution Agent - Reorganized Eurofresh, or the Entity chosen by Reorganized Eurofresh to make or to facilitate Distributions pursuant to the Plan.

46. Distribution Date - The date occurring as soon as reasonably practicable after the Effective Date when Distributions under the Plan shall commence, but not later than ten days after the Effective Date, without further Bankruptcy Court order.

47. Distribution Record Date - The date for determining which Holders of Allowed Claims and Interests are eligible to receive Distributions pursuant to the Plan, which shall be the Confirmation Date or such other date as designated in the Plan or a Bankruptcy Court order.

48. Effective Date - The date selected by the Debtors (in consultation with the Committee) that is a Business Day after the Confirmation Date on which the conditions as specified in SECTION 11.B of the Plan have been satisfied or waived. Unless otherwise specifically provided in SECTION 11.B of the Plan, anything required to be done by the Debtors on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

49. EFI - Eurofresh, Inc., debtor and debtor-in-possession in these Chapter 11 Cases.

50. Entity - As defined in section 101(15) of the Bankruptcy Code.

51. EPL - Eurofresh Produce, Ltd., debtor and debtor-in-possession in these Chapter 11 Cases.

52. Equity Security – All issued, unissued, authorized or outstanding shares of stock of either of the Debtors, together with any warrants, options or contractual rights to purchase or acquire any such securities at any time, and all rights arising with respect thereto.

53. Estate - The bankruptcy estate of any Debtor created by virtue of section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

54. Exculpated Claim - Any Claim related to any act or omission in connection with, relating to, or arising out of the Debtors' in or out of court restructuring, the Debtors' Chapter 11 Cases, formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other agreement.

55. Exculpated Party - Each of: (a) the Debtors, Reorganized Eurofresh, Reorganized EPL, and all of their successors and assigns; (b) the Committee and the members thereof in their capacity as such; (c) the Indenture Trustees; (d) JB; (e) Bio Dynamics and (f) each Senior Noteholder who is or becomes a party to the Investment and Plan Support Agreement; and (f) with respect to each of the foregoing Entities in clauses (a) through (d), such Entities' subsidiaries, Affiliates, officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, in each case in their capacity as such, and only if serving in such capacity.

56. Existing Credit Agreement - That certain Credit and Guaranty Agreement dated as of March 25, 2008, as amended or otherwise modified to date, among the Debtors and the financial institutions party thereto as lenders, including SP, as administrative agent, collateral agent, syndication agent, documentation agent and lead arranger.

57. Existing Credit Documents - The Existing Credit Agreement, the Capital Lease, and all documents required under or otherwise executed in connection with the Existing Credit Agreement and Capital Lease.
58. Existing Credit Facility Claim - Any Claim, whether Secured or a Deficiency Claim, arising under or relating to the Existing Credit Documents.
59. Existing Credit Facility Secured Claim - Any Secured Claim arising under or relating to the Existing Credit Documents.
60. Existing Equity – An entity which holds an Equity Security in either of the Debtors.
61. Existing Lenders – SP, SP Eurofresh, LLC, and WFF.
62. Federal Judgment Rate - Pursuant to 28 U.S.C. § 1961(a), the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, as of the Petition Date.
63. File - To file on the docket of the Bankruptcy Court in the Chapter 11 Cases, or in the case of proofs of Claim or Interest, to file with the Claims and Solicitation Agent.
64. Final Decree - The decree contemplated under Bankruptcy Rule 3022.
65. Final Order - As applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, that the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, reserve the right, in consultation with the Committee, Bio Dynamics and the Designating IPSA Holders, to waive any condition or similar conditions of a Final Order.
66. General Unsecured Claim - Any Claim against any of the Debtors, including any Deficiency Claim, Rejection Damage Claim and Guarantee Claim, that is not an Administrative Claim, Secured Claim, Convenience Claim, Priority Tax Claim, 503(b)(9) Claim, Discount Noteholder Claim, Senior Noteholder Claim or Other Priority Claim.
67. General Unsecured Claim Fund - \$75,000 in Cash available for Distribution to Holders of Allowed General Unsecured Claims.
68. Government Bar Date - October 19, 2009.
69. Governmental Units - As defined in section 101(27) of the Bankruptcy Code.

70. Guarantee Claim – Any Claim by any of the Lenders against EPL on account of EPL’s guarantee of certain obligations of EFI to the Lenders.

71. Holder - An Entity holding a Claim or Interest, as applicable.

72. Impaired - With respect to any Class of Claims or Interest, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

73. Indemnification Obligation - A debtor’s obligation under an executory contract or otherwise to indemnify (i) directors, officers, or employees of the Debtors who served in such capacity at any time, with respect to or based upon any act or omission taken or omitted in any of such capacities, or for or on behalf of any Debtor or (ii) directors, officers or employees of the Debtors or Reorganized Eurofresh who serve or continue to serve in such capacity after the Effective Date, with respect to or based upon any act or omission taken or omitted in any such capacities or for or on behalf of any Debtor, Reorganized Eurofresh or Reorganized EPL at any time (whether before or after the Petition Date or the Effective Date), in the case of each of (i) and (ii), pursuant to and to the maximum extent provided by the Debtors’ respective articles of incorporation, certificates of formation, bylaws, similar corporate documents, and applicable law, as in effect on the Effective Date.

74. Indenture Trustees - In their capacity as such, the Senior Note Indenture Trustee and the Discount Note Indenture Trustee.

75. Insider - As defined in section 101(31) of the bankruptcy Code.

76. Interest Accrual Limitation Date - The Effective Date.

77. Interests - Any: (a) Equity Security, (b) any Claim of the type described in and subject to subordination pursuant to section 510(b) of the Bankruptcy Code relating to any Equity Security, and (c) partnership, limited liability company, or similar interest.

78. Interim Compensation Order - The order, entitled “Order Under §§ 105(a) and 331 Establishing Procedures for the Interim Compensation and Reimbursement of Expenses for Certain Professionals”, entered by the Bankruptcy Court on April 24, 2009 [Docket No. 52], allowing Estate Professionals to seek interim compensation in accordance with the compensation procedures approved therein, as may have been modified by a Bankruptcy Court order approving the retention of the Professionals.

79. Internal Revenue Code - Title 26 of the United States Code, 26 U.S.C. §§ 1-9833.

80. Investing Noteholders - The Senior Noteholders who participate in the New Money Investment.

81. Investing Noteholders Investment - the Investing Noteholders’ aggregate portion of the New Money Investment, which shall be \$6,250,000.

82. Investment and Plan Support Agreement - The agreement by and among EFI, EPL, JB, Bio Dynamics and certain Senior Noteholders dated on or about June 12, 2009,

whereby certain Senior Noteholders and Bio Dynamics have agreed to provide the New Money Investment and certain Senior Noteholders and JB, directly or indirectly through certain Affiliates, including Bio Dynamics and Montis, have agreed to support the Plan so long as the Plan contains terms and conditions effectuating a reorganization in substantial conformity with the terms of the Investment and Plan Support Agreement. A copy of the Investment and Plan Support Agreement is attached hereto as Exhibit A.

83. JB - Johan van den Berg.
84. Joinder Agreement - The agreement of joinder, a copy of which is attached as Exhibit B to the Investment and Plan Support Agreement.
85. Judicial Code - Title 28 of the United States Code, 28 U.S.C. §§ 1-4001.
86. Legal Holiday - As defined in Bankruptcy Rule 9006.
87. Liens - As defined in section 101(37) of the Bankruptcy Code.
88. Master Ballot – The master ballot upon which the Senior Note Indenture Trustee shall submit on behalf of the Senior Noteholders the votes cast by such Senior Noteholders to accept or reject the Plan.
89. MIP - A post-Effective Date management compensation incentive plan on terms substantially set forth in the Plan Supplement.
90. Miscellaneous Secured Claims - Any Secured Claim, other than an Existing Credit Facility Secured Claim.
91. Montis - MONTIS BVBA, an Affiliate of JB.
92. New Common Stock - 20,000,000 shares of common stock of a single class, to be authorized pursuant to the Reorganized Eurofresh Charter, of which 10,000,000 shares shall be initially issued pursuant to the Plan as of the Effective Date (of which 1,000,000 shares shall be Reserved Shares) and of which 750,000 shares shall be reserved for issuance under the MIP.
93. New Credit Facility - The Amended and Restated Credit Agreement, dated as of the Effective Date between the Debtors and Silver Point Finance, LLC, and any related documents or agreements in connection therewith, which New Credit Facility shall amend and restate the Existing Credit Documents in accordance with the terms of the Plan, a copy of which will be filed as part of the Plan Supplement.
94. New Credit Facility Lenders - The Existing Lenders.
95. New Investors - Bio Dynamics and the Investing Noteholders.
96. New Money Investment - The \$12.5 million investment by Bio Dynamics and the Investing Noteholders, \$7.5 million of which shall be applied to reduce the principal amount

under the Existing Credit Documents and \$5 million of which shall be used for working capital of Reorganized Eurofresh.

97. Notice of Confirmation - That certain notice pursuant to Bankruptcy Rule 3020(c)(2) notifying Holders of Claims and Interests and parties in interest that the Bankruptcy Court has confirmed the Plan.

98. Old Capital Stock - Any and all shares, interests, participations or other equivalents (however designated) of capital stock, or any and all warrants, rights or options to purchase any of the foregoing of EFI and EPL existing immediately prior to the Effective Date.

99. Other Priority Claims - Any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

100. Periodic Distribution Date - The first Business Day that is as soon as reasonably practicable occurring approximately ninety days after the Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring approximately ninety days after the immediately preceding Periodic Distribution Date.

101. Person - As defined in section 101(41) of the Bankruptcy Code.

102. Petition Date - April 21, 2009.

103. PIK Preferred Stock - \$10,000,000 in new preferred stock which, on the Effective Date, shall be issued to Senior Noteholders on account of their Senior Noteholder Claims, and which shall accrue preferred dividends at the rate of 10% per annum, which shall be payable only in kind until (y) the New Credit Facility and the Subordinated PIK Notes have been paid in full; and (z) the Board of Directors of Reorganized Eurofresh adopts a resolution authorizing the payment of such dividends in cash, rather than in kind.

104. Plan - This Joint Plan of Reorganization for each of the Debtors pursuant to chapter 11 of the Bankruptcy Code, together with the Plan Supplement, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

105. Plan Supplement - The compilation of documents and forms of documents, schedules, and exhibits to the Plan.

106. Plan Supplement Filing Date - The date that is fourteen days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court on notice to parties in interest.

107. Priority Tax Claims - Any Claim of the kind specified in section 507(a)(8) of the Bankruptcy Code.

108. Professional - An Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for

services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

109. Professional Claims - Claims of a Professional pursuant to sections 328, 330 or 503(b) of the Bankruptcy Code.

110. Professional Fee Escrow Account - An interest-bearing account in an amount equal to the Professional Fee Reserve Amount funded and maintained by Reorganized Eurofresh on and after the Effective Date solely for the purpose of paying all Allowed and unpaid fees and expenses of Professionals in the Chapter 11 Cases.

111. Professional Fee Reserve Amount - Accrued Professional Compensation through the Effective Date as estimated by the Professionals in accordance with SECTION 10.A.4.

112. Proof of Claim - A proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

113. Reinstated - (a) Leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim or Interest so as to leave such Claim Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Holder.

114. Rejection Damage Claims - Any Claim on account of the rejection of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

115. Released Claims - All claims released pursuant to Section 9E and 9F of the Plan.

116. Released Parties - Each of: (a) the Committee and the members thereof in their capacity as such; (b) Indenture Trustees; (c) if, and only if the Class of Existing Credit Facility Claims accepts the Plan, the Existing Lenders; (d) JB; (e) Bio Dynamics; (f) each Senior Noteholder who is or becomes a party to the Investment and Plan Support Agreement; and (g) with respect to each of the foregoing Entities in clauses (a) through (e), as applicable, such Entities' successors and assigns, Affiliates, subsidiaries, officers, directors, principals. Employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, in each case in their capacity as such, and only if

serving in such capacity; and (e) the Debtors', Reorganized Eurofresh's and Reorganized EPL's officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, in each case in their capacity as such, and only if serving in such capacity.

117. Reorganized EPL – EPL or any successor thereto, by merger, consolidation, or otherwise, after the Effective Date.

118. Reorganized Eurofresh - EFI or any successor thereto, by merger, consolidation, or otherwise, after the Effective Date.

119. Reorganized Eurofresh Bylaws - The bylaws of Reorganized Eurofresh, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

120. Reorganized Eurofresh Charter - The amended and restated certificate of incorporation of Reorganized Eurofresh, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

121. Reorganized EPL Bylaws - The bylaws of Reorganized EPL, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

122. Reorganized EPL Charter - The amended and restated certificate of incorporation of Reorganized EPL, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

123. Reserved Shares - 1,000,000 shares of New Common Stock of Reorganized Eurofresh.

124. Reserved Shares Trust – The trust established on the Effective Date to hold the Reserved Shares, in a form reasonably acceptable to Reorganized Eurofresh and the Committee, the Investing Noteholders and the Senior Noteholders, as further described in the Investment and Plan Support Agreement.

125. Schedules - The schedules of assets and liabilities, schedules of executory contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules.

126. Secured - When referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable and not avoidable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) Allowed pursuant to the Plan as a Secured Claim.

127. Securities - The New Common Stock, PIK Preferred Stock, and the Subordinated PIK Notes, which shall be Depository Trust Company eligible.

128. Senior Note Indenture - The Indenture dated December 21, 2005 among the Debtors and U.S. Bank, National Association, as successor trustee to Wells Fargo Bank, N.A., pursuant to which the Senior Notes were issued and are outstanding.

129. Senior Note Indenture Trustee - U.S. Bank, National Association, as indenture trustee under the Senior Note Indenture.

130. Senior Noteholder Claims - Any Claim on account of the Senior Notes.

131. Senior Noteholders - The holders of the Senior Notes.

132. Senior Notes - The \$170,000,000 of 11-1/2% senior notes due in 2013 issued by EFI and guaranteed by EPL.

133. Servicer - An indenture trustee, agent, servicer, or other authorized representative of Holders of Claims or Interests recognized by the Debtors.

134. Solicitation Procedures Order - That certain order entered by the Bankruptcy Court on _____, 2009, approving the procedures for solicitation of votes on the Plan [Docket No. ___].

135. SP - SPCP Group, LLC and Silver Point Finance, LLC.

136. Subordinated Claims (Discount Notes) – Any Claim, excluding any Claim for principal or interest, arising from rescission of or for damages from the purchase or sale of the Discount Notes or any Claim for reimbursement or contribution associated with the Discount Notes and subordinated pursuant to section 510(b) of the Bankruptcy Code.

137. Subordinated Claims (Senior Notes) – Any Claim, excluding any Claim for principal or interest arising from rescission of or for damages from the purchase or sale of the Senior Notes or any Claim for reimbursement or contribution associated with the Senior Notes and subordinated pursuant to section 510(b) of the Bankruptcy Code.

138. Subordinated Debt Securities Claims – the Subordinated Claims (Discount Notes) and the Subordinated Claims (Senior Notes).

139. Subordinated PIK Purchase Agreement – The 15% Subordinated PIK Purchase Agreement dated as of the Effective Date or the date on which the closing conditions specified in the Investment and Plan Support Agreement have been waived or satisfied, among the Debtors and the New Investors, a form of which shall be contained in the Plan Supplement.

140. Subordinated PIK Notes - \$12,500,000 in new notes, issued to the New Investors on the Effective Date in exchange for the New Money Investment, with a maturity date seven years after the Effective Date, which shall bear interest at 15% per annum and shall be subordinated to claims under the New Credit Facility. Interest on the Subordinated PIK Notes shall be payable only in kind until the indebtedness under the New Credit Facility is paid in full, and thereafter, interest on the Subordinated PIK Notes shall continue to be payable in kind until the first interest payment date following the adoption by the Board of Directors of Reorganized

Eurofresh of a resolution authorizing the payment of cash interest on the Subordinated PIK Notes, at which point the annual rate of interest going forward shall be reduced to 12.5%. A form of Subordinated PIK Note shall be contained in the Plan Supplement.

141. Supremacy Clause - Paragraph 2 of Article VI of the United States Constitution.

142. Unclaimed Distribution - Any distribution under the Plan on account of any Allowed Claim or Interest to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to Reorganized Eurofresh of an intent to accept a particular distribution; (c) responded to the Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

143. Uniform Commercial Code - The Uniform Commercial Code as in effect on the Effective Date, as enacted in the applicable state.

144. Unimpaired - With respect to a Class of Claims or Interests, a Class of Claims or Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

145. Unsecured Claims - Any Convenience Claim, Senior Noteholder Claim, Discount Noteholder Claim, Subordinated Securities Claim, or General Unsecured Claim.

146. Voting Deadline - _____, 2009.

147. WFF - Wells Fargo Foothill, LLC.

B. Terms Defined in the Bankruptcy Code. Capitalized terms used in the Plan which are not defined in the Plan but which are defined in the Bankruptcy Code shall have the respective meanings specified in the Bankruptcy Code. Capitalized terms not otherwise defined in the Plan which are defined in the Investment and Plan Support Agreement have the meanings set forth in the Investment and Plan Support Agreement.

C. Rules of Interpretation. For purposes of the Plan: (i) whenever it appears appropriate from the context, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (ii) any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means such document substantially in such form or substantially on such terms and conditions; (iii) any reference in the Plan to an existing document or exhibit means such document or exhibit, as it may have been or may be amended, modified or supplemented; (iv) the words "herein," "hereof," "hereto," "hereunder" and others of similar import refer to the Plan in its entirety rather than to only a particular portion of the Plan; and (v) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply, except to the extent inconsistent with the express provisions of this Section 1.C of the Plan.

D. Exhibits; the Plan Supplement. Any exhibit to the Plan or the Plan Supplement may be amended from time to time, and both original and amended exhibits may be filed with the Bankruptcy Court from time to time, but in no event later than the Plan Supplement Filing Date or such other date as may be authorized by the Bankruptcy Court.

E. Time Periods. Except as specifically provided in the Plan, Bankruptcy Rule 9006(a) applies to the computation of any period of time prescribed or allowed by the Plan, and Bankruptcy Rules 9006(b) and 9006(c) apply respectively to the enlargement or reduction of any period of time prescribed or allowed by the Plan.

SECTION 2 ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, 503(b)(9) Claims and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims set forth in SECTION 3.

A. Administrative Claims. Subject to the provisions of sections 328, 330(a) and 331 of the Bankruptcy Code, in full satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder thereof shall be paid in full in Cash on the Effective Date or within ten days of becoming Allowed, or in accordance with the terms of the applicable contract, if any, or as otherwise agreed by the Debtors and the holder of such Allowed Administrative Claim.

B. Priority Tax Claims. In full satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, unless otherwise agreed, each Holder thereof shall be paid in full in Cash on the Effective Date or within ten days of becoming Allowed pursuant to sections 511 and 1129(a)(9)(C) of the Bankruptcy Code, or within the timeframe otherwise permitted by applicable non-bankruptcy law.

C. 503(b)(9) Claims. In full satisfaction, settlement, release, and discharge of and in exchange for each Allowed 503(b)(9) Claim, unless otherwise agreed, each Holder thereof shall be paid in full in Cash on the Effective Date or within ten days of becoming Allowed.

D. Other Priority Claims. In full satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, unless otherwise agreed, each Holder thereof shall be paid in full in Cash on the Effective Date or within ten days of becoming Allowed pursuant to section 1129(a)(9)(B) of the Bankruptcy Code.

SECTION 3 CLASSIFICATION OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims, Priority Tax Claims, 503(b)(9) Claims, Other Priority Claims and any other unclassified Claims are placed in the Classes as set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, 503(b)(9) Claims, and Other Priority Claims have not been classified, and the respective treatments of such unclassified Claims are set forth in SECTION 2 of this Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in another Class or Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving Distributions

pursuant to this Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date. The value of any Distributions received by Holders of Claims in satisfaction of interest-bearing obligations shall be allocated first to the full satisfaction of the principal of such interest-bearing obligations and second in satisfaction of any accrued and unpaid interest, except as otherwise provided in the New Credit Facility.

- A. Secured Claims. Secured Claims shall be classified in the following Classes:
1. Class 1A. Class 1A shall consist of Existing Credit Facility Secured Claims.
 2. Class 1B. Class 1B shall consist of Miscellaneous Secured Claims.
- B. Unsecured Claims. Unsecured Claims shall be classified in the following Classes:
1. Class 2: Convenience Claims. Class 2 shall consist of Convenience Claims.
 2. Class 3: General Unsecured Claims. Class 3 shall consist of General Unsecured Claims.
 3. Class 4: Senior Noteholder Claims. Class 4 shall consist of Senior Noteholder Claims.
 4. Class 5: Discount Noteholder Claims. Class 5 shall consist of Discount Noteholder Claims.
 5. Class 6: Subordinated Debt Securities Claims. Class 6 shall consist of all Subordinated Securities Claims.
- C. Interests. Class 7 shall consist of the Interests.

SECTION 4 PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

A. Treatment of Existing Credit Facility Secured Claims (Class 1A). The Holders of Existing Credit Facility Secured Claims in Class 1A are Impaired under the Plan and are entitled to vote to accept or reject the Plan. In full settlement, release and discharge of all Class 1A Claims, on the Effective Date or as soon thereafter as practicable, holders of Class 1A Allowed Claims, in accordance with the terms of the AAL, shall receive the following:

1. Cash Principal Reduction. \$7.5 million of the New Money Investment to pay down the principal amount owing under the Existing Credit Documents, with unpaid interest, fees and other charges payable under the terms of the Existing Credit Documents but only to the extent allowed under sections 502 and 506 of the Bankruptcy Code to be paid as determined by Final Order of the Bankruptcy Court; provided, however, that any make-whole premium, prepayment premium or any other similar fee or penalty alleged by the Existing Lenders to be due or payable under the Existing Credit Documents shall not be paid from the New Money Investment but shall instead be added to the principal indebtedness under the New Credit Facility

to the extent, if any, allowed by the Bankruptcy Court, and the Debtors, Reorganized Eurofresh, Reorganized EPL and the New Investors shall retain all rights to dispute such alleged fees or penalties.

2. Rollover of Secured Claim. The remaining principal amount owing under the Existing Credit Documents, along with any allowed accrued and unpaid interest, fees and other charges under the Existing Credit Documents shall be repaid, to the extent allowed under section 506 of the Bankruptcy Code, under the terms of the New Credit Facility which shall replace and supersede the Existing Credit Documents in their entirety.

3. No Waiver of Claims. Notwithstanding a determination made by the Bankruptcy Court regarding the Allowed amount of the Existing Credit Facility Secured Claim, if the Class of Holders of the Existing Credit Facility Claims does not accept the Plan within the meaning of section 1126(c) of the Bankruptcy Code, the Senior Noteholders reserve any and all rights and Claims against the Existing Lenders, including, without limitation, the right to seek an equitable lien on assets that purportedly secured the Existing Credit Facility Claims, in connection with alleged breaches of the Senior Note Indenture.

B. Treatment of Miscellaneous Secured Claims (Class 1B). The Holders of Miscellaneous Secured Claims in Class 1B are not Impaired under the Plan and are not entitled to vote to accept or reject the Plan. Each holder of a Class 1B Claim shall be treated as though such holder comprises a separate Class hereunder. In full settlement, release and discharge of all Class 1B Claims, on the Effective Date or as soon thereafter as practicable, each holder of a Class 1B Allowed Claim shall be:

1. Reinstated;
2. paid in full in Cash; or
3. satisfied in full by a return to such holder of the collateral securing such Allowed Miscellaneous Secured Claim.

C. Treatment of Convenience Claims (Class 2). The Holders of Convenience Claims in Class 2 are not Impaired under the Plan and are not entitled to vote to accept or reject the Plan. In full settlement, release and discharge of all Class 2 Claims, on the Effective Date or as soon thereafter as practicable, each holder of a Class 2 Allowed Claim shall be paid the lesser of (i) the Allowed General Unsecured Claims of such Holder; and (ii) \$1,000, in Cash.

D. Treatment of General Unsecured Claims (Class 3). The Holders of General Unsecured Claims in Class 3 are Impaired under the Plan and are entitled to vote to accept or reject the Plan. In full satisfaction, release and discharge of all Class 3 Claims, on the Effective Date or as soon thereafter as practicable, Holders of Class 3 Allowed Claims shall receive their pro rata share of the General Unsecured Claim Fund.

E. Treatment of Senior Noteholder Claims (Class 4). The Claims of Holders of Senior Notes in class 4 shall be deemed Allowed in the principal amount of \$_____ plus accrued and unpaid interest and other charges as of the Petition Date. The Holders of Senior Notes in Class 4 are Impaired under the Plan and are entitled to vote to accept or reject the Plan. In full

settlement, release and discharge of all Class 4 Claims, on the Effective Date or as soon thereafter as practicable, the Senior Notes shall be cancelled (subject to the provisions of Section 5E) and the Senior Note Indenture Trustee shall receive the following distribution (collectively, the “Class 4 Distribution”) for distribution to Senior Noteholders in accordance with the provisions of the Senior Note Indenture:

1. \$10 million in face amount of PIK Preferred Stock;
2. one million shares of New Common Stock; and
3. certain proceeds of Reserved Shares as more particularly described in Section 5.B.4 below.

F. Treatment of Discount Noteholder Claims (Class 5). The Holders of Discount Noteholder Claims in Class 5 are Impaired and are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. In full settlement, release and discharge of all Class 5 Claims, on the Effective Date or as soon thereafter as practicable, the Discount Notes shall be cancelled and Holders of Class 5 Allowed Claims shall receive no Distribution on account of such Allowed Claims.

G. Treatment of Subordinated Debt Securities Claims (Class 6). The Holders of any Subordinated Debt Securities Claims in Class 6 are Impaired and are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Any Holders of Class 6 Allowed Claims shall receive no Distribution on account of such Allowed Claims.

H. Treatment of Interests (Class 7). The Holders of Interests in Class 7 are Impaired and are not entitled to vote to accept or reject the Plan because they are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. In full settlement, release and discharge of all Class 7 Interests, on the Effective Date or as soon thereafter as practicable, the Interests shall be cancelled and Holders of Class 7 Allowed Interests shall receive no Distribution on account of such Allowed Interests.

I. Class Voting Rights. The voting rights of each Class are as follows:

1. Classes Entitled to Vote. The following Classes are Impaired and, pursuant to section 1126(a) of the Bankruptcy Code, are entitled to vote under the Plan: Classes 1A, 2, 3 and 4.

2. Presumed Acceptance of the Plan. The following Class is Unimpaired and pursuant to section 1126(f) of the Bankruptcy Code, is conclusively presumed to have accepted the Plan and may not vote with respect thereto: Class 1B.

3. Presumed Rejection of the Plan. The following Classes are Impaired and pursuant to section 1126(g) of the Bankruptcy Code, are conclusively presumed to have rejected the Plan and may not vote with respect thereto: Classes 5, 6 and 7.

J. Acceptance or Rejection of the Plan.

1. Acceptance by Impaired Classes of Claims. Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

2. Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall after notice and a hearing, determine such controversy on or before the Confirmation Date.

3. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. In the event the Bankruptcy Court does not authorize substantive consolidation of the Estates, section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation with respect to a given Debtor by acceptance of the Plan by an Impaired Class of Claims against such Debtor. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors also reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code.

SECTION 5 IMPLEMENTATION OF THE PLAN

A. Substantive Consolidation. The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order substantively consolidating the Estates into a single consolidated Estate for all purposes associated with Confirmation and Consummation.

If substantive consolidation is ordered, then on and after the Effective Date, all assets and liabilities of the Debtors shall be treated as though they were merged into the Estate of EFI for all purposes associated with Confirmation and Consummation, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim against any Debtor and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor shall be treated as one collective obligation of the Debtors. Substantive consolidation shall not affect the legal and organizational structure of Reorganized Eurofresh, Reorganized EPL or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or, in connection with contracts or leases that were assumed or entered into during the Chapter 11 Cases. Any alleged defaults under any applicable agreement with the Debtors or Reorganized Eurofresh arising from substantive consolidation under the Plan shall be deemed cured as of the Effective Date.

B. Sources of Consideration for Plan Distributions. Reorganized Eurofresh shall fund distributions under the Plan with Cash on hand, the New Money Investment, existing assets, the issuance of PIK Preferred Stock, and the issuance of New Common Stock. Securities issued pursuant to the terms of this Plan shall be Depository Trust Company eligible.

1. New Credit Facility. On the Effective Date, Reorganized Eurofresh and Reorganized EPL shall enter into the New Credit Facility, which is in material part a roll-over of the Existing Credit Documents and the indebtedness thereunder, once \$7.5 million of the New Money Investment is applied to reduce the principal amount of the indebtedness under the Existing Credit Documents. Confirmation of the Plan shall be deemed approval of the New Credit Facility (including the transactions contemplated thereby and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized Eurofresh and Reorganized EPL in connection therewith, including the payment of all fees and expenses provided for therein) and authorization for Reorganized Eurofresh and Reorganized EPL to enter into and execute the New Credit Facility documents and such other documents as the Debtors or Reorganized Eurofresh may deem reasonably necessary, in consultation with the Committee and Bio Dynamics, to effectuate the treatment afforded to such lenders pursuant to the New Credit Facility.

2. New Money Investment. \$5 million of the New Money Investment will be available as working capital for the Debtors, including the satisfaction of obligations under the Plan.

a. Senior Noteholders shall have the opportunity to participate in the New Money Investment as an Investing Noteholder in accordance with the terms set forth in the Investment and Plan Support Agreement and by the execution and delivery to the Claims and Solicitation Agent by the Voting Deadline of the Joinder Agreement.

b. Certain Senior Noteholders and Bio Dynamics executed the Investment and Plan Support Agreement and have already, consistent with the terms thereof, agreed to participate in the New Money Investment.

c. Each Investing Noteholder shall receive: (i) its pro rata share of 40% (4 million shares) of New Common Stock; (ii) its pro rata allocation of the amounts which Investing Noteholders are entitled to receive from the proceeds of the 10% (1 million shares) of New Common Stock to be held as Reserved Shares pursuant to the terms of the Reserved Shares Trust; and (iii) its pro rata share of the Subordinated PIK Notes, in each case determined based on its proportionate share of the Investing Noteholders Investment.

d. Bio Dynamics shall receive: (i) 40% (4 million shares) of New Common Stock; and (ii) its share of the Subordinated PIK Notes, determined based on its share of the New Money Investment.

e. The offering, issuance and distribution of the New Common Stock and the Subordinated PIK Notes to Bio Dynamics and each Investing Noteholder is being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering and shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of the New Common Stock and Subordinated PIK Notes.

3. PIK Preferred Stock. On the Effective Date, Reorganized Eurofresh shall issue \$10 million in PIK Preferred Stock on a pro rata basis to Senior Noteholders, based on each Senior Noteholder's proportionate share of the Senior Noteholder Claims, on account of their respective pre-petition Allowed Claims against the Debtors.

4. New Common Stock. On the Effective Date, Reorganized Eurofresh shall issue 10,000,000 shares of New Common Stock of a single class, for distribution as follows:

a. 40% (4 million shares) of New Common Stock to be issued to Bio Dynamics in exchange for its share of the New Money Investment;

b. 40% (4 million shares) of New Common Stock to be issued to the Investing Noteholders in exchange for their respective share of the New Money Investment;

c. 10% (1 million shares) of New Common Stock to be issued to the Senior Noteholders on account of their respective pre-petition Allowed Claims against the Debtors; and

d. 10% (1 million shares) to be held as Reserved Shares in the Reserved Shares Trust and allocated between Senior Noteholders and Investing Noteholders, which rights, title, claims and interests in such shares will be represented by trust certificates in the Reserved Shares Trust. The proceeds or distributions received on or on account of the Reserved Shares upon a Disposition shall be allocated between the Investing Noteholders and the Senior Noteholders pursuant to the following mechanism, as more fully set forth in the agreement governing the Reserved Shares Trust:

1. Such proceeds and distributions shall first be distributed to the Investing Noteholders in such amount, if any, as is necessary so that, when added to the distributions and proceeds received by the Investing Noteholders on account of the Subordinated PIK Notes and New Common Stock issued to the Investing Noteholders, the Investing Noteholders will have received distributions and proceeds with an aggregate value equal to the product of multiplying 2.5 by the amount of the Investing Noteholder Investment. The distribution to the Investing Noteholders pursuant to the foregoing shall be made on a ratable basis based on a fraction, the numerator of which is the amount of each Investing Noteholder's Investing Noteholder Investment, and the denominator of which is the total amount of the Investing Noteholder Investment.

2. Any residual proceeds or distributions on account of the Reserved Shares shall be distributed to the Senior Noteholders via distribution to the holders of the trust certificates.

e. 750,000 shares of New Common Stock shall be reserved for management stock options under a MIP.

5. MIP. 750,000 shares of New Common Stock shall be reserved for issuance pursuant to the terms of the MIP.

6. Capital Stock of Reorganized EPL. On the Effective Date, Reorganized EPL shall issue 100 shares of common stock of a single class, 100% of which shall be held by Reorganized Eurofresh.

7. Section 1145 Exemption. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance and distribution of any securities contemplated by the Plan for or on account of Allowed Claims against the Debtors and any and all settlement agreements incorporated therein shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities.

a. Issuance and Distribution of the New Common Stock. The New Common Stock, when issued or distributed as provided in the Plan, will be duly authorized, validly issued, and, if applicable, fully paid and nonassessable. Each distribution and issuance referred to in SECTION 4 shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

C. Corporate Existence. EFI and EPL shall continue to exist after the Effective Date as Reorganized Eurofresh and Reorganized EPL, respectively, each a corporate entity with all the powers of a corporation pursuant to the law in State of Delaware and pursuant to their certificates of incorporation and bylaws in effect prior to the Effective Date, except to the extent the certificates of incorporation and bylaws are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be pursuant to the Plan and require no further action or approval.

D. Vesting of Assets in Reorganized Eurofresh. Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated therein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by the Debtors pursuant to the Plan shall vest in Reorganized Eurofresh, free and clear of all Liens, Claims, charges or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, Reorganized Eurofresh may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

E. Cancellation of Debt and Equity Securities and Related Obligations. On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the Old Capital Stock and any other Certificate, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the debtors giving rise to any Claim or Interest, shall be cancelled solely as to the Debtors, and Reorganized Eurofresh and Reorganized EPL shall not have any continuing obligations thereunder and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the Old Capital Stock and any other Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents

evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged; provided, however, that notwithstanding Confirmation, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) allowing Senior Noteholders to receive distributions under the Plan; and (2) allowing and preserving the rights of the Senior Note Indenture Trustee to (a) make distributions in satisfaction of Senior Noteholder Claims, (b) exercise its charging liens against any such distributions, and (c) seek compensation and reimbursement for any fees and expenses incurred in making such distributions; provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to Reorganized Eurofresh or Reorganized EPL. Neither Reorganized Eurofresh or Reorganized EPL shall have any obligations to any Servicer for any fees, costs, or expenses, except as expressly otherwise provided in the Plan. Upon completion of all such Distributions, the Senior Notes and the Senior Note Indenture shall terminate completely. From and after the Effective Date, the Indenture Trustees shall have no duties or obligations except that the Senior Note Indenture Trustee shall have the obligation to make distributions in accordance with the Senior Note Indenture.

F. Effectuating Documents, Further Transactions. On the Effective Date or as soon as reasonably practicable thereafter, Reorganized Eurofresh, Reorganized EPL and the officers and members of the Board of Directors thereof, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (3) execution and delivery of all documents required for the New Credit Facility and the New Money Investment; (4) issuance of new Securities pursuant to the Plan; and (5) all other actions that Reorganized Eurofresh determines are necessary or appropriate, in the name of and on behalf of Reorganized Eurofresh or Reorganized EPL, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

G. Post-Confirmation Property Sales. To the extent that the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, sell any of their property prior to or including the date that is one year after Confirmation, the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, may elect to sell such property pursuant to sections 363, 1123 and 1146(a) of the Bankruptcy Code.

H. Corporate Action. Each of the matters provided for by the Plan involving the corporate structure of the Debtors or corporate or related actions to be taken by or required of Reorganized Eurofresh or Reorganized EPL shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan (except to the extent otherwise indicated), and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement or further action by Holders of Claims or Interests, directors of Reorganized Eurofresh and Reorganized EPL, or any other Entity. Without limiting the foregoing, such actions may include: the adoption and filing of the Reorganized Eurofresh Charter and Reorganized Eurofresh Bylaws; the adoption and filing of the Reorganized EPL

Charter and Reorganized EPL Bylaws; the appointment of directors and officers for Reorganized Eurofresh and Reorganized EPL; the adoption, implementation, and amendment of the MIP; and consummation or implementation of the New Credit Facility.

I. Certification of Incorporation and Bylaws. The certificates of incorporation and bylaws of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code, and the form and substance of the Reorganized Eurofresh Charter, Reorganized Eurofresh Bylaws, Reorganized EPL Charter and Reorganized EPL Bylaws shall be included in the Plan Supplement not less than fourteen days before the Voting Deadline. Pursuant to the Reorganized Eurofresh Charter, the certificate of incorporation of EFI shall be amended to, among other things: (1) authorize the issuance of the Securities and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include (a) provisions prohibiting the issuance of non-voting equity securities and (b) a provision setting forth an appropriate distribution of voting power among classes of equity securities possessing voting power, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends.

J. Exemptions from Certain Transfer Taxes and Recording Fees. Pursuant to section 1146(c) of the Bankruptcy Code, any transfers from the Debtors to Reorganized Eurofresh or any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or Reorganized Eurofresh; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interests or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

K. Directors and Officers of Reorganized Eurofresh and Reorganized EPL. On the Effective Date, the new officers of Reorganized Eurofresh and Reorganized EPL shall be those Persons so identified by the Debtors in the Plan Supplement. On the Effective Date, the term of the current members of the board of directors of EFI and EPL shall expire, and the initial boards of directors of Reorganized Eurofresh and Reorganized EPL shall consist of the Persons identified by the Debtors at or before the Confirmation Hearing in accordance with the Investment and Plan Support Agreement. In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of any Person proposed to serve as a director of Reorganized Eurofresh or Reorganized EPL shall have been disclosed at or before the Confirmation Hearing. To the extent any Person proposed to serve as a board member of Reorganized Eurofresh or

Reorganized EPL is an Insider, the nature of any compensation for such Person shall have been disclosed at or before the Confirmation Hearing. The classification and composition of the board of directors of Reorganized Eurofresh and Reorganized EPL shall be consistent with the Reorganized Eurofresh Charter, Reorganized Eurofresh Bylaws, Reorganized EPL Charter and Reorganized EPL Bylaws. Each director or officer of Reorganized Eurofresh and Reorganized EPL shall serve from and after the Effective Date pursuant to the terms of the Reorganized Eurofresh Charter, the Reorganized Eurofresh Bylaws, the Reorganized EPL Charter and the Reorganized EPL Bylaws or other constituent documents, and applicable state corporation law.

L. MIP. On or after the Effective Date (but effective as of the Effective Date), Reorganized Eurofresh shall implement the MIP pursuant to the terms thereof.

M. Employee Benefits. Except as otherwise specifically provided in the Plan or the Plan Supplement, on and after the Effective Date, Reorganized Eurofresh may honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans for, among other things, compensation, health care benefits, disability benefits, savings, severance benefits, workers' compensation insurance for the directors, officers, and employees of the Debtors who served in such capacity at any time after the Effective Date.

N. Creation of Professional Fee Escrow Account. On the Effective Date, Reorganized Eurofresh shall establish the Professional Fee Escrow Account and reserve an amount necessary to pay all of the Accrued Professional Compensation.

O. Preservation of Causes of Action. In accordance with section 1123(b) of the Bankruptcy Code, Reorganized Eurofresh and Reorganized EPL shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and Reorganized Eurofresh's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Reorganized Eurofresh may pursue such Causes of Action, as appropriate, in accordance with the best interests of Reorganized Eurofresh and Reorganized EPL. **No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that Reorganized Eurofresh will not pursue any and all available Causes of Action against them. Reorganized Eurofresh expressly reserves all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, Reorganized Eurofresh expressly reserves all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

Reorganized Eurofresh reserves and shall retain the foregoing Causes of Action notwithstanding the rejection of any executory contract or unexpired lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in Reorganized Eurofresh. Reorganized Eurofresh, through its authorized agents or representatives, shall retain

and may exclusively enforce any and all such Causes of Action. Reorganized Eurofresh shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

P. Execution of Necessary Documents. Pursuant to section 1142(b) of the Bankruptcy Code, all parties, including SP, SP Eurofresh, LLC and WFF, are ordered and directed to execute all necessary documents, including the New Credit Facility and all ancillary documents.

SECTION 6 TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan, the Debtors' executory contracts or unexpired leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement or not assumed or rejected pursuant to a Bankruptcy Court order prior to the Effective Date shall be deemed rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, except for those executory contracts or unexpired leases: (1) listed on the schedule of "Assumed Executory Contracts and Unexpired Leases" in the Plan Supplement; (2) that are the subject of a motion to assume or reject pending on the Effective Date (in which case the such assumption or rejection and the effective date thereof shall remain subject to a Bankruptcy Court order); (3) that are subject to a motion to reject with a requested effective date of rejection after the Effective Date; or (4) that are otherwise expressly assumed or rejected pursuant to the Plan (including Section 6 as set forth below). Entry of the Confirmation Order shall constitute a Final Order approving the assumption or rejection of such executory contracts or unexpired leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of such executory contracts and unexpired leases in the Plan are effective as of the Effective Date. Each such executory contract and unexpired lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party prior to the Effective Date shall revert in and be fully enforceable by Reorganized Eurofresh in accordance with its terms, except as such terms may have been modified by such order. Notwithstanding anything to the contrary in the Plan, Reorganized Eurofresh reserves the right to alter, amend, modify, or supplement the schedules of executory contracts or unexpired leases identified in SECTION 6 and in the Plan Supplement at any time through and including fifteen days after the Effective Date.

B. Indemnification Obligations. Each Indemnification Obligation shall be assumed by the Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, to the extent such Indemnification Obligation is executory, unless such Indemnification Obligation previously was rejected by the Debtors pursuant to a Bankruptcy Court order, is the subject of a motion to reject pending on the Effective Date, or is listed on the schedule of "Rejected Indemnification Obligations for Former Employees" in the Plan Supplement. Notwithstanding the foregoing, an Indemnification Obligation to any Person who as of the Petition Date no longer was a director, officer, or employee of the Debtors, shall terminate and be discharged pursuant to section 502(e) of the Bankruptcy Code or otherwise, as of the Effective Date; provided, however, that Reorganized Eurofresh reserves the right to honor or

reaffirm Indemnification Obligations other than those terminated by this Section, whether or not executory, in which case such honoring or reaffirmation shall be in complete satisfaction, discharge, and release of any Claim on account of such Indemnification Obligation. Each Indemnification Obligation that is assumed, deemed assumed, honored, or reaffirmed shall remain in full force and effect, shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, regardless of when such obligation arose.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

1. Designation of Cure Amount. With respect to each of the Debtors' executory contracts or unexpired leases listed on the schedule of "Assumed Executory Contracts and Unexpired Leases," the Debtors shall have designated a proposed Cure Amount, and the assumption of such executory contract or unexpired lease may be conditioned upon the disposition of all issues with respect to Cure in a manner satisfactory to the Debtors or Reorganized Eurofresh. Any provision or terms of the Debtors' executory contracts or unexpired leases to be assumed pursuant to the Plan that are or may be, alleged to be in default, shall be satisfied solely by Cure, or by an agreed-upon waiver of Cure.

2. Disagreement with Cure Amount. Except with respect to executory contracts and unexpired leases for which the Debtors and the applicable counterparties have stipulated in writing to payment of a Cure Amount, all requests for payment of Cure that differ from the amounts proposed by the Debtors must be Filed with the Claims and Solicitation Agent on or before the Cure Bar Date. Any request for a Cure Payment that is not timely Filed shall be disallowed automatically and forever barred from assertion and shall not be enforceable against Reorganized Eurofresh or Reorganized EPL, without the need for any objection by Reorganized Eurofresh or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim for Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors of the amounts listed on the Debtors' proposed Cure schedule, notwithstanding anything included in the Schedules or in any Proof of Claim to the contrary; provided, however, that nothing shall prevent Reorganized Eurofresh from paying any Cure Amount despite the failure of the relevant counterparty to File such request for payment of such Cure. Reorganized Eurofresh also may settle any Cure without further notice to or action, order, or approval of the Bankruptcy Court.

3. Resolution of Cure Amount. If Reorganized Eurofresh or Reorganized EPL objects to any requested Cure or any other matter related to assumption, the Bankruptcy Court shall determine the Cure Amount and any related issues. If there is a dispute regarding such Cure Amount, the ability of Reorganized Eurofresh or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by Reorganized Eurofresh and the counterparty to the executory contract or unexpired lease. Any counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption of any executory contract or unexpired lease will be deemed to have consented to such assumption. Reorganized Eurofresh reserves the right either to reject or nullify the assumption of any

executory contract or unexpired lease no later than thirty days after a Final Order determining the Cure Amount or any request for adequate assurance of future performance required to assume such executory contract or unexpired lease or any other matter relating to assumption.

4. Claims Related to Cure. Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed disallowed and expunged, without further notice, other than notice to the other party to such contract or lease of such disallowance and expungement, or action, order, or approval of the Bankruptcy Court.

D. Pre-existing Obligations to the Debtors Under Executory Contracts and Unexpired Leases. Rejection of any executory contract or unexpired lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, Reorganized Eurofresh and Reorganized EPL expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, from counterparties to rejected or repudiated executory contracts.

E. Claims Based on Rejection of Executory Contracts and Unexpired Leases. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Debtors' executory contracts and unexpired leases pursuant to the Plan or otherwise must be Filed with the Claims and Solicitation Agent no later than thirty days after the later of the Effective Date or the date of any notice of rejection. Any Proofs of Claim arising from the rejection of the Debtors' executory contracts or unexpired leases that are not timely Filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against Reorganized Eurofresh or Reorganized EPL without the need for any objection by Reorganized Eurofresh or Reorganized EPL or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' executory contracts and unexpired leases shall be classified as Rejection Damages Claims and shall be treated in accordance with SECTION 4.D.

F. Modification of Executory Contracts and Unexpired Leases Containing Equity Ownership Restrictions. All executory contracts and unexpired leases to be assumed under the Plan pursuant to section 365 and 1123 of the Bankruptcy Code shall be deemed so assumed, without giving effect to any provisions contained in such executory contracts or unexpired leases restricting the change in control or ownership interest composition of any or all of the Debtors, and upon the Effective Date (1) any such restrictions shall be deemed of no further force and

effect and (2) any breaches that may arise thereunder as a result of Confirmation or Consummation shall be deemed waived by the applicable non-Debtor counterparty.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements. Unless otherwise provided in the Plan, each executory contract or unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights. Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an executory contract or unexpired lease or that Reorganized Eurofresh or Reorganized EPL has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired lease at the time of assumption or rejection, the Debtors shall have thirty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

I. Nonoccurrence of Effective Date. In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming or rejecting unexpired leases pursuant to sections 365(d)(4) of the Bankruptcy Code.

SECTION 7 PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

A. Allowance of Claims and Interests. After the Effective Date, Reorganized Eurofresh shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Interest immediately prior to the Effective Date, including the Causes of Action referenced in SECTION 5.O.

B. Claims and Interests Administration Responsibilities. Except as otherwise specifically provided in the Plan, after the Effective Date, Reorganized Eurofresh shall have the sole authority: (1) to file, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court.

C. Estimation of Claims and Interests. Before or after the Effective Date, the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim or Interest pursuant to section

502(c) of the Bankruptcy Code for any reason regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and Reorganized Eurofresh or Reorganized EPL may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty days after the date on which such Claim or Interest is estimated.

D. Adjustments to Claims Without Objection. Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by Reorganized Eurofresh without a claims objection having to be Filed and without any further notice, other than notice to the holder of the Claim or Interest of such adjustment or expungement, or action, order, or approval of the Bankruptcy Court. Beginning on the end of the first full calendar quarter that is at least ninety days after the Effective Date, Reorganized Eurofresh shall file with the Bankruptcy Court and serve upon those parties requesting service thereof every calendar quarter a list of all Claims or Interests that have been paid, satisfied, amended, or superseded during such prior calendar quarter.

E. Time to File Objections to Claims. Any objections to Claims shall be filed on or before the later of (1) the date that is one year after the Effective Date and (2) such date as may be fixed by the Bankruptcy Court, after notice and a hearing, whether fixed before or after the date that is one year after the Effective Date.

F. Transaction Fees. In the event that the amount of the success fee to be paid by the Debtors to Alvarez & Marsal Securities LLC as of the Effective Date is not acceptable to the New Investors or otherwise approved by a Final Order of the Bankruptcy Court, Reorganized Eurofresh shall have the right to continue with any objection, or file a new objection, with respect to such fee, without regard to the prior execution by any Debtor of any agreement to pay any such fee, and to the same extent that the Committee had such right prior to the Effective Date.

G. Disallowance of Claims or Interests. Any and all Claims or Interests held by Entities from which property is recoverable or which are the subject of an adversary or other proceeding asserting claims, under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable, or is the subject of an adversary or other proceeding seeking avoidance, under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims and Interests may not receive any distributions on account of such Claims and Interests until such time as such Causes of Action against the Entity have been settled or a Final Order with respect thereto has been entered and all sums or other property due,

if any, to the Debtors by that Entity under any of the foregoing provisions of the Bankruptcy Code have been turned over or paid to Reorganized Eurofresh. All Claims Filed on account of an Indemnification Obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice, other than notice to the Holder of the Claim of such expungement, or action, order, or approval of the Bankruptcy Court. All Claims Filed on account of an employee benefit referenced in SECTION 5.M shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent Reorganized Eurofresh elects to honor such employee benefit, without any further notice, other than notice to the Holder of the Claim of such expungement, or action, order, or approval of the Bankruptcy Court.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE BAR DATE OR GOVERNMENT BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER.

H. Offer of Judgment. Reorganized Eurofresh is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim or Interest must pay the costs incurred by Reorganized Eurofresh after the making of such offer, Reorganized Eurofresh is entitled to setoff such amounts against the amount of any distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

I. Amendments to Claims. On or after the Effective Date, except as provided in SECTION 6.E, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or Reorganized Eurofresh, and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further action, other than notice to the holder of such Claim of such disallowance and expungement.

SECTION 8 PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date. Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, initial Distributions under the Plan on account of Claims Allowed on or before the Effective Date shall be made on the Distribution Date; provided, however, that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (2)

Allowed Priority Tax Claims, unless otherwise agreed, shall be paid in accordance with Section 2.B of this Plan.

B. Distribution on Account of Claims Allowed after the Effective Date.

1. Payments and Distributions on Disputed Claims. Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, Distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty days after the Disputed Claim becomes an Allowed Claim; provided, however, that (a) Disputed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors on or before the Effective Date that become Allowed after the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business or industry practice, and (b) Disputed Priority Tax Claims become Allowed Priority Tax Claims after the Effective Date, unless otherwise agreed, shall be paid in accordance with Section 2.B of this Plan.

2. Special Rules for Distributions to Holders of Disputed Claims. Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order and all Claims of such Holder have been Allowed; provided, however, that Reorganized Eurofresh shall make Distributions to Holders of Allowed Miscellaneous Secured Claims on account of the Allowed portion of such Holders' Claims. In the event that there are Disputed Claims requiring adjudication and resolution, Reorganized Eurofresh shall establish appropriate reserves for potential payment of such Claims. Subject to SECTION 10.A.6, all Distributions made pursuant to the Plan on account of an Allowed Claim shall be made together with any dividends, payments, or other Distributions made on account of, as well as any obligation arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates Distributions were previously made to Holders of Allowed Claims included in the applicable Class.

3. Reserve of Funds for Payment of Disputed Claims. On the Effective Date, after calculating Distributions to Holders of Allowed Claims and potential Distributions to Holders of Disputed Claims under the Plan, Reorganized Eurofresh shall retain and set aside in a reserve fund an amount in cash sufficient to make all payments and Distributions which may be subsequently required for payment to Holders of Disputed Claims. As Disputed Claims are Allowed, Reorganized Eurofresh shall distribute, in accordance with the terms of the Plan, Cash to Holders of Allowed Claims, and the reserve fund shall be adjusted. Reorganized Eurofresh may (but is not required to) request estimation for any Disputed Claim that is contingent or unliquidated, as set forth in SECTION 7.C.

4. Limits on Distributions. **Notwithstanding anything in the applicable Holder's Proof of Claim or otherwise to the contrary, the Holder of a Claim shall not be entitled to**

receive or recover a Distribution under the Plan on account of a Claim in excess of the amount: (a) stated in the Holder's Proof of Claim, if any, as of the Distribution Record Date, plus interest thereon to the extent provided for by the Plan; (b) if the Claim is denominated as contingent or unliquidated as of the Distribution Record Date, the amount that the Debtors, in consultation with the Committee, elect to reserve on account of such Claim and set forth in the Plan Supplement, or such other amount as may be estimated by the Bankruptcy Court prior to the Confirmation Hearing; or (c) if a Claim has been estimated, the amount reserved to satisfy such Claim after such estimation.

C. Distributions with Regard to Subordination Arrangements.

1. AAL. The Debtors are not parties to the AAL, and nothing in this Plan shall be deemed to amend, modify or otherwise alter the rights of the parties to the AAL.

2. Subordination Arrangement between Senior Noteholders and Discount Noteholders. Nothing in this Plan shall be deemed to amend, modify or otherwise alter the rights of the parties to any subordination arrangement between the Senior Noteholders and Discount Noteholders.

D. Delivery of Distributions.

1. Record Date for Distributions. On the Distribution Record Date, the Claims Register shall be closed and the Distribution Agent shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, if a Claim or Interest is transferred twenty or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to transfer by the transferor.

2. Distribution Agent. The Distribution Agent shall make all distributions required under the Plan, except that Distributions to Holders of Allowed Claims and Interests governed by a separate agreement and administered by a Servicer, if any, shall be deposited with the appropriate Servicer, at which time such Distribution shall be deemed complete, and the Servicer shall deliver such Distribution in accordance with the Plan and the terms of the governing agreement. For the avoidance of doubt, all Distributions on account of Senior Noteholder Claims shall be made to the Senior Note Indenture Trustee for distribution to Senior Noteholders as of the Distribution Record Date in accordance with the provisions of the Senior Note Indenture and subject to the prior payment of all Liens and rights of payment of the Senior Note Indenture Trustee.

3. Delivery of Distributions. Except as otherwise provided in the Plan, and notwithstanding any authority to the contrary, distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Distribution Agent: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) to the signatory set forth on any of the Proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if

no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Distribution Agent after the date of any related Proof of Claim; (d) at the addresses reflected on the Schedules if no Proof of Claim has been Filed and the Distribution Agent has not received a written notice of a change of address; or (e) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Except as provided in SECTION 5.E, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of distributions in the manner set forth in the Plan. The Debtors, Reorganized Eurofresh, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan, except for gross negligence or intentional misconduct.

4. Accrual of Dividends and Other Rights. For purposes of determining the accrual of dividends or other rights after the Effective Date, the New Common Stock and PIK Preferred Stock shall be deemed distributed as of the Effective Date regardless of the date on which it is actually issued, dated, authenticated, or distributed even though Reorganized Eurofresh shall not pay any such dividends or distribute such other rights until distributions of New Common Stock and PIK Preferred Stock actually take place, and then only in accordance with the provisions set forth in the Plan and the applicable documents. Except as specifically otherwise provided in the Plan, in no event shall interest accrue after the Interest Accrual Limitation Date on account of any Allowed Claim.

5. Allocation Between Principal and Accrued Interest. Except as otherwise provided in the Plan or the New Credit Facility, distributions on account of Allowed Claims shall be treated as allocated first to principal and thereafter to any interest accrued through the Interest Accrual Limitation Date.

6. Compliance Matters. In connection with the Plan, to the extent applicable, Reorganized Eurofresh and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, Reorganized Eurofresh and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate to comply with such withholding and reporting requirements. Reorganized Eurofresh reserves the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

7. Foreign Currency Exchange Rate. Except as otherwise provided in the Plan or a Bankruptcy Court order, as of the Effective Date, any Unsecured Claim asserted in currency(ies) other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate as of the Petition Date as quoted at 4:00 p.m. (EDT), mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal, National Edition*, as of the Petition Date.

8. Fractional, De Minimis, Undeliverable, and Unclaimed Distributions.

a. Fractional Distributions. Notwithstanding any other provision of the Plan to the contrary, payments of fractions of shares of New Common Stock and PIK Preferred Stock shall not be made and shall be deemed to be zero, and the Distribution Agent (and any Servicer) shall not be required to make distributions or payments of fractions of dollars. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment by the Distribution Agent shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

b. De Minimis Distributions. The Distribution Agent (and any Servicer) shall not have any obligation to make a Distribution on account of an Allowed Claim if (1) the amount to be distributed to the Holder of an Allowed Claim on the particular Periodic Distribution Date does not constitute a final Distribution to such Holder and is or has an economic value of less than \$50 or (2) the aggregate amount of all Distributions authorized to be made on that Periodic Distribution Date have an economic value less than \$20,000, unless such Distribution is a final Distribution.

c. Undeliverable Distributions. If any Distribution to a Holder of an Allowed Claim is returned to a Distribution Agent (or any Servicer) as undeliverable, no further Distributions shall be made to such Holder unless and until such Distribution Agent (or such Servicer) is notified in writing of such Holder's then-current address, at which time all currently due missed Distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable Distributions shall remain in the possession of Reorganized Eurofresh until such time as a Distribution becomes deliverable, or such Distribution shall be reallocated to the Holders of other Claims in the same Class on a pro rata basis, (defined as the quotient of each Allowed Claim in such Class and all Allowed Claims in that Class) pursuant to SECTION 8.C.8.d, and shall not be supplemented with any interest, dividends, or other accruals of any kind.

d. Reversion. Any Distribution under the Plan that is an Unclaimed Distribution for a period of six months after the Periodic Distribution Date on which such Distribution is initially attempted shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such Unclaimed Distribution shall be reallocated to other Holders of Claims in the same Class as the Claim on account of which such Unclaimed Distribution was made, pro rata (defined as the quotient of each Allowed Claim in such Class and all Allowed Claims in that Class). Upon such reallocation, the Claim of any Holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary. In the case of Senior Note Claims, such reallocation shall be effected by the Senior Note Indenture Trustee in the administrative manner to be set forth in the Plan Supplement.

9. Manner of Payment Pursuant to the Plan. Any payment in Cash to be made pursuant to the Plan shall be made at the election of Reorganized Eurofresh by check or by wire transfer. Checks issued by the Distribution Agent on account of Allowed Claims shall be null

and void if not negotiated within ninety days after issuance, but may be requested to be reissued until the Distribution reverts in Reorganized Eurofresh pursuant to SECTION 8.C.8.d.

E. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties. The Claims and Solicitation Agent shall reduce in full a Claim on the Claims Register, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Eurofresh. Further, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or Reorganized Eurofresh on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing Reorganized Eurofresh annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties. No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Claims and Solicitation Agent without a Claims objection having to be Filed and without any further notice, other than notice to the Holder of such Claim of such expungement, or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies. Distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

4. Claims Paid or Applied by Indenture Trustees. Notwithstanding anything in the Plan to the contrary, no Indenture Trustee shall have any obligation to return any Distribution that has been distributed or applied by such Indenture Trustee.

**SECTION 9
EFFECT OF CONFIRMATION OF THE PLAN**

A. Discharge of Claims and Termination of Interests. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatments that are provided in the Plan shall be in complete satisfaction, discharge,

and release, as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on such Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed Cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

B. Subordinated Claims. Subject to the provisions of SECTION 8.C of the Plan, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise, including the AAL and any subordination arrangement between the Senior Noteholders and the Discount Noteholders. Pursuant to section 510 of the Bankruptcy Code, Reorganized Eurofresh reserves the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

C. Compromise and Settlement of Claims and Controversies. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such an Allowed Claim or Interest, except with respect to the AAL and any subordination arrangement between the Senior Noteholders and the Discount Noteholders. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Entities.

D. Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, Reorganized Eurofresh, Reorganized EPL and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, Reorganized Eurofresh, Reorganized EPL or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Released Party reasonably believed to be in the best interests of the Debtors (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

E. Exculpation. Except as otherwise specifically provided in the Plan, including any obligation, claim, cause of action, or liability arising expressly under the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Claim, obligation, Cause of Action, or liability to one another or to any Exculpating Party for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors (and each of their respective agents, directors, officers, employees, advisors, and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Releases by Holders of Claims and Interests. Except for any obligation, claim, cause of action, or liability arising expressly under the Plan, on and after the Effective Date, Holders of Claims and Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtors, Reorganized Eurofresh, Reorganized EPL and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner

arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Debtors' Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date with respect to any of the foregoing, other than Claims or liabilities arising out of or relating to any act or omission of a Debtor, Reorganized Eurofresh, Reorganized EPL or a Released Party that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Debtor, Reorganized Eurofresh, Reorganized EPL or the Released Party reasonably believed to be in the best interests of the Debtors (to the extent such duty is imposed on such Released Party by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

G. Injunction. Except as otherwise expressly provided in the Plan, including any obligation, claim, cause of action, or liability arising expressly under the Plan, all Entities who have held, hold, or may hold Claims against the Debtors, Released Claims against the Released Parties and the Exculpated Parties, and all Entities holding Interests, are permanently enjoined, from and after the Effective Date, from: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Released Claims or Interests, as applicable; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree or order against the Debtors or Reorganized Eurofresh, such Released Parties and Exculpated Parties on account of or in connection with or with respect to any such Claims, Released Claims or Interests, as applicable; (3) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, Reorganized Eurofresh, such Released Parties and Exculpated Parties or the property or estates of the Debtors, Reorganized Eurofresh, such Released Parties and Exculpated Parties on account of or in connection with or with respect to any such Claims, Released Claims and Interests, as applicable; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, such Released Parties and Exculpated Parties or against the property or Estates of the Debtors, Reorganized Eurofresh, such Released Parties and Exculpated Parties on account of or in connection with or with respect to any such Claims, Released Claims or Interests, as applicable, unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Released Claims or Interests released or settled pursuant to the Plan.

H. Protection Against Discriminatory Treatment. Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against Reorganized Eurofresh or Reorganized EPL or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, Reorganized

Eurofresh, Reorganized EPL or another Entity with whom such Reorganized Eurofresh or Reorganized EPL has been associated, solely because one of the Debtors has been a debtor under chapter 11, was insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtor is granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

I. Setoffs. Except as otherwise expressly provided for in the Plan, Reorganized Eurofresh and Reorganized EPL, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may setoff against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before any Distribution is made on account of such Allowed Claim), any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Eurofresh, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by Reorganized Eurofresh or Reorganized EPL of any such Claims, rights, and Causes of Action that Reorganized Eurofresh or Reorganized EPL may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to setoff any Claim against any Claim, right, or Cause of Action of the Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 or otherwise.

J. Recoupment. In no event shall any Holder of Claims be entitled to recoup any Claim against any Claim, right, or Cause of Action of the Debtor, Reorganized Eurofresh or Reorganized EPL, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Release of Liens. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to SECTION 8, all mortgages, deeds of trust, Liens, pledges, or other security interests shall be cancelled.

L. Document Retention. On and after the Effective Date, Reorganized Eurofresh and Reorganized EPL may maintain documents in accordance with their current document retention policy, as may be altered, amended, modified, or supplemented by Reorganized Eurofresh and Reorganized EPL in the ordinary course of business.

M. Reimbursement or Contribution. If the Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior

to the Effective Date: (1) such claim has been adjudicated as noncontingent or (2) the relevant Holder of a Claim has Filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

SECTION 10
ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS AND
CLAIMS OF SENIOR NOTE TRUSTEE

A. Professional Claims.

1. Final Fee Applications. All final requests for payment of Claims of a Professional shall be Filed no later than forty-five days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court. All Allowed Professional Claims shall be paid in accordance with SECTION 2.A hereof.

2. Payment of Interim Amounts. Except as otherwise provided in the Plan, Professionals shall be paid pursuant to the Interim Compensation Order.

3. Professional Fee Escrow Account. In accordance with SECTION 10.A.4, on the Effective Date, Reorganized Eurofresh shall fund the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals with respect to whom fees or expenses have been held back pursuant to the Interim Compensation Order. Such funds shall not be considered property of Reorganized Eurofresh or Reorganized EPL. The remaining amount of Professional Claims owing to the Professionals shall be paid in Cash to such Professionals by Reorganized Eurofresh from the Professional Fee Escrow Account when such Claims are Allowed by a Final Court. When all Professional Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall be returned to Reorganized Eurofresh.

4. Professional Fee Reserve Amount. To receive payment for unbilled fees and expenses incurred through the Effective Date, on or before the Effective Date, the Professionals shall estimate their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors within fourteen days following notice by the Debtors to such Professionals that such estimate must be provided. If a Professional does not provide an estimate, Reorganized Eurofresh may estimate the unbilled fees and expenses of such Professional; provided, however, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. The aggregate amount of all such estimates as of the Effective Date shall comprise the Professional Fee Reserve Amount.

5. Post-Effective Date Fees and Expenses. Except as otherwise specifically provided in the Plan, from and after the Effective Date, Reorganized Eurofresh shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by (a) Reorganized Eurofresh

and (b) the Committee only as to fees and expenses incurred in the filing and defense of its Professionals final fee applications. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized Eurofresh may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

6. Substantial Contribution Compensation and Expenses. Except as otherwise specifically provided in the Plan, any Entity who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code must File an application and serve such application on counsel for the Debtors or Reorganized Eurofresh, as applicable, and as otherwise required by the Bankruptcy Court and the Bankruptcy Code on or before the Administrative Claim Bar Date or be forever barred from seeking such compensation or expense reimbursement. All rights of Reorganized Eurofresh, Reorganized EPL, the Committee, the United States Trustee and all other parties in interest to object to such request are expressly reserved.

B. Other Administrative Claims. All requests for payment of an Administrative Claim must be Filed with the Claims and Solicitation Agent and served upon counsel to the Debtors or Reorganized Eurofresh, as applicable, on or before the Administrative Claim Bar Date. Any request for payment of an Administrative Claim pursuant to SECTION 10.B that is not timely Filed and served shall be disallowed automatically without the need for any objection by the Debtors or Reorganized Eurofresh, and notice of such disallowance shall be given to the holder of such Administrative Claim. Reorganized Eurofresh may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. In the event that the Debtors or Reorganized Eurofresh, as applicable, object to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order.

C. Claims of Senior Note Indenture Trustee. All fees and expenses (including, without limitation, attorney's fees) of the Senior Note Indenture Trustee in its capacity as such: (1) incurred prior to the Effective Date shall be paid in full in cash by the Debtors or Reorganized Eurofresh on the Effective Date; and (ii) incurred after the Effective Date shall be paid by Reorganized Eurofresh in full in cash within ten (10) days following receipt of an invoice for such payment.

D. Claims of Discount Note Indenture Trustee. All fees and expenses (including, without limitation, attorney's fees) of the Discount Note Indenture Trustee in its capacity as incurred prior to the Effective Date shall be paid in full in cash by the Debtors or Reorganized Eurofresh on the Effective Date, provided, however, that any such fees and expenses required to be paid by the Debtors or Reorganized Eurofresh pursuant to the Section 10.D shall be capped at \$25,000.

SECTION 11
CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN

A. Conditions to Confirmation. The following are conditions precedent to Confirmation that must be satisfied or waived in accordance with SECTION 11.C:

1. The Bankruptcy Court shall have approved the Disclosure Statement, in form and substance and in a manner acceptable to the Debtors, as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.

2. The proposed Confirmation Order shall be in form and substance acceptable to the Debtors, the Committee, JB and the Designating ISPA Holders.

B. Conditions Precedent to Consummation. The following are conditions precedent to Consummation that must be satisfied or waived in accordance with SECTION 11.C:

1. The Bankruptcy Court shall have authorized the assumption and rejection of executory contracts and unexpired leases by the Debtors as contemplated by SECTION 6.

2. The New Credit Facility shall have been executed and delivered by all of the Entities that are parties thereto and the Confirmation Order shall provide that the New Credit Facility is binding upon and enforceable against all of the parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.

3. The funds pursuant to the New Money Investment shall have been received in full by or on behalf of the Debtors.

4. The Confirmation Order shall not be stayed by any court order or otherwise.

5. The most current version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein (including the Reorganized Eurofresh Bylaws, the Reorganized Eurofresh Charter, the Reorganized EPL Bylaws and the Reorganized EPL Charter) shall have been Filed in form and substance acceptable to the Debtors, the Committee and JB.

6. The Confirmation Date shall have occurred.

7. There has been no default under or termination of the Investment and Plan Support Agreement, and all conditions to the obligation of the New Investors to provide the New Money Investment shall have been satisfied or waived in accordance with the terms of such Agreement.

C. Waiver of Condition Precedent. The Debtors or Reorganized Eurofresh, as applicable, jointly with the Committee, JB and the Designating ISPA Holders may waive any of the conditions to Confirmation or Consummation set forth in this SECTION 11 at any time, without any notice to parties-in-interest and without further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm or

consummate the Plan; provided, however, that the conditions set forth in Section 11.B.1 may be waived by the Debtors or Reorganized Eurofresh without the consent of the Committee, JB and Designating IPISA Holders. A failure to satisfy or waive any condition to Confirmation or Consummation may be asserted as a failure of Confirmation or Consummation regardless of the circumstances giving rise to such failure (including any action or inaction by the party asserting such failure). The failure of the Debtors, Reorganized Eurofresh, the Committee, JB or the Designating IPISA Holders, as applicable, to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Consummation. Each of the conditions to Consummation must be satisfied or duly waived pursuant to SECTION 11.C, and Consummation must occur within 180 days of Confirmation, or by such later date established by Bankruptcy Court order. If Consummation has not occurred within 180 days of Confirmation, then upon motion by a party in interest made before Consummation and a hearing, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the Filing of such motion to vacate, the Confirmation Order may not be vacated if Consummation occurs before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to SECTION 11.D or otherwise, then, except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, including the discharge of Claims and termination of Interests pursuant to the Plan and section 1141 of the Bankruptcy Code and the assumptions, assignments, or rejections of executory contracts or unexpired leases pursuant to SECTION 6, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action; (2) prejudice in any manner the rights of such Debtor or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

E. Satisfaction of Conditions Precedent to Confirmation. Upon entry of a Confirmation Order without objection by the Debtors, the Committee, JB and the Designating IPISA Holders, each of the conditions precedent to Confirmation, as set forth in SECTION 11.A, shall be deemed to have been satisfied or waived in accordance with the Plan.

SECTION 12 MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

1. Modification Prior to Consummation. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the Investment and Plan Support Agreement, the Debtors expressly reserve their respective rights to revoke, withdraw, alter, amend or modify materially the Plan with respect to such Debtor, one or more times, prior to Consummation; provided, however, that the Debtors may not materially modify the Plan without the prior written consent of the Committee, JB and the Designating IPISA Holders.

2. Modification Prior to Confirmation. The Debtors, except as otherwise specified in the Plan or the Investment and Plan Support Agreement, reserve the exclusive right to alter, amend, or modify materially the Plan, the Plan Supplement, or any exhibits included therein at any time prior to entry of the Confirmation Order and to solicit acceptances of any amendment to or modifications of the Plan, if necessary, through and until the Effective Date; provided, however, that the Debtors may not materially modify the Plan without the prior written consent of the Committee, JB and the Designating IPISA Holders.

3. Modification/Plan Supplement. After the entry of the Confirmation Order and prior to Consummation, the Debtors, with the consent of the Committee, JB and the Designating IPISA Holders, and subject to the Investment and Plan Support Agreement, may initiate proceedings in the Bankruptcy Court to amend or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this SECTION 12. Upon its Filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court during normal business hours, at the Bankruptcy Court's website at www.azb.uscourts.gov, and at the website of the Claims and Solicitation Agent at www.kcellc.net/EuroFresh. The documents contained in the Plan Supplement are an integral part of the Plan and shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

B. Effect of Confirmation on Modifications. Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosures or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan. Except as otherwise provided in the Investment and Plan Support Agreement, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If a Debtor revokes or withdraws the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

SECTION 13 RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. Resolve any matters related to: (a) the assumption or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including Cure or Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any executory contract or unexpired lease that is assumed; (c) Reorganized Eurofresh amending, modifying, or supplementing, after the Effective Date, pursuant to SECTION 6, the list of executory contracts or unexpired leases to be assumed or rejected; and (d) any dispute regarding whether a contract or lease is or was executory or unexpired;
4. Ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123 or 1146(a) of the Bankruptcy Code;
10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in SECTION 9 and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
13. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
14. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
15. Enter an order or Final Decree concluding or closing the Chapter 11 Cases;
16. Adjudicate any and all disputes arising from or relating to distributions under the Plan;
17. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
18. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
20. Hear and determine matters concerning state, local, and federal taxes in accordance in sections 346, 505, and 1146 of the Bankruptcy Code;
21. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
22. Enforce all orders previously entered by the Bankruptcy Court; and
23. Hear any other matter not inconsistent with the Bankruptcy Code.

SECTION 14 MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect. Subject to SECTION 13.B and notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, Reorganized Eurofresh, Reorganized EPL and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements,

compromises, releases, discharges, and injunctions described in the Plan or herein, each Entity acquiring property under the Plan, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

B. Additional Documents. On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, which documents shall be in form and substance reasonably satisfactory to the Committee, Bio Dynamics and the Designating IPSA Holders, and comply with the Investment and Plan Support Agreement. The Debtors, Reorganized Eurofresh or Reorganized EPL, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees. All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Post-Effective Date Status of Committee. Upon the Effective Date, the Committee shall dissolve automatically, except with respect to applications for Professional Claims, and members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code.

E. Reservation of Rights. The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns. The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents.

1. After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to Reorganized Eurofresh shall be served on:

Reorganized Eurofresh:
Squire, Sanders and Dempsey L.L.P.
Attn: Kristin Richner & Nicholas Brannick
2000 Huntington Center
41 South High Street
Columbus, OH 43215

Official Committee of Unsecured Creditors:
Stutman, Treister & Glatt
Attn: Isaac Pachulski & Eve Karasik
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

Office of the United States Trustee
Attn: Larry Watson
230 N. 1st Avenue, Suite 204
Phoenix, AZ 85003

Official Committee of Unsecured Creditors:
Lewis & Roca LLP
Attn: Susan Freeman
40 North Central Avenue, Suite 1900
Phoenix, AZ 85004

SPCP Group, LLC and Silver Point Finance,
LLC:
Milbank, Tweed, Hadley & McCloy LLP
Attn: Thomas Kreller
30th Floor
601 South Figueroa Street
Los Angeles, CA 90017-5735

Wells Fargo Foothill, LLC:
Goldberg Kohn
Attn: Randall Klein
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603-5792

Johan van den Berg:
DLA Piper
Attn: Steven Pidgeon
2525 East Camelback Road, Ste. 1000
Phoenix, Arizona 85016

2. After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002 that they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

3. In accordance with Bankruptcy Rules 2002 and 3020(c), within ten business days of the date of entry of the Confirmation Order, the Debtors shall serve the Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties having been served with the Confirmation Hearing Notice; provided, however, that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. To supplement the notice described in the preceding sentence, within twenty days of the date of the Confirmation Order the Debtors shall publish the Notice of Confirmation once in The Wall Street Journal (National Edition). Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

H. Term of Injunctions or Stays. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the

Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement. Except as otherwise indicated, the Plan, the Investment and Plan Support Agreement and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors, Reorganized Eurofresh or Reorganized EPL shall be governed by the laws of the state Delaware.

K. Exhibits. All exhibits included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims and Solicitation Agent at <http://www.kccllc.net/EuroFresh> or the Bankruptcy Court's website at www.azb.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

L. Nonseverability of Plan Provisions. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

M. Closing of Chapter 11 Cases. Reorganized Eurofresh shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required

by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel. Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, the Committee or its counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Conflicts. Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

Date: Phoenix, Arizona
June 12, 2009

EUROFRESH, INC.

By: /s/ Dwight Ferguson
Name: Dwight Ferguson
Title: Chief Executive Officer

EUROFRESH PRODUCE, LTD.

By: /s/ Dwight Ferguson
Name: Dwight Ferguson
Title: Chief Executive Officer

INVESTMENT AND PLAN SUPPORT AGREEMENT

by and among

EUROFRESH, INC.,

EUROFRESH PRODUCE, LTD.,

JOHAN VAN DEN BERG,

BIO DYNAMICS B.V./S.a.r.L.,

AND

THE IPSA HOLDERS NAMED HEREIN

June 12, 2009

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INVESTMENT AND PLAN SUPPORT AGREEMENT

This Investment and Plan Support Agreement, dated as of June 12, 2009, is entered into by and among Eurofresh, Inc., a Delaware corporation (“EFI”), Eurofresh Produce, Ltd., a Delaware corporation and the wholly-owned Subsidiary of EFI (“EPL”, and together with EFI, the “Debtors”), Johan van den Berg (“JB”), Bio Dynamics B.V./S.a.r.L., a Luxembourg company (“Bio Dynamics”), and the IPSA Holders identified on Appendix A hereto (the “IPSA Holders”). The Debtors, JB, Bio Dynamics and the IPSA Holders are referred to herein collectively as the “Parties” and individually as a “Party.”

R E C I T A L S:

WHEREAS, on April 21, 2009, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, which are pending before the United States Bankruptcy Court for the District of Arizona (the “Bankruptcy Court”); and

WHEREAS, the Debtors have issued and outstanding \$170,000,000 in aggregate principal amount of 11½ % Senior Notes Due in 2013 (the “Senior Notes”) pursuant to an Indenture dated December 21, 2005 (the “Senior Note Indenture”) among the Debtors and U.S. Bank National Association, as successor trustee to Wells Fargo Bank, N.A. (the “Senior Note Indenture Trustee”); and

WHEREAS, the Debtors have issued and outstanding \$44,147,000 in aggregate principal amount of 14½% Senior Subordinated Notes Due in 2014 (the “Discount Notes”) pursuant to an Indenture dated December 21, 2005 (the “Discount Note Indenture”) among the Debtors and [HSBC], as successor trustee to U.S. Bank National Association; and

WHEREAS, the Senior Noteholders beneficially hold unsecured claims against the Debtors arising under the Senior Note Indenture (the “Senior Noteholder Claims”), and the Discount Noteholders beneficially hold unsecured claims against the Debtors arising under the Discount Note Indenture (the “Discount Noteholder Claims”, and together with the Senior Noteholder Claims, the “Noteholder Claims”); and

WHEREAS, the IPSA Holders hold, or act as advisors to funds or accounts that beneficially hold, Senior Notes and Discount Notes in amounts which represent (i) in excess of 66-2/3% in amount of the Senior Notes and (ii) in excess of a majority in amount of the Discount Notes; and

WHEREAS, JB holds, directly or indirectly through certain Affiliates, including Bio Dynamics and Montis, certain unsecured claims against the Debtors (the “JB Claims”), and JB has the power to direct the JB Claims; and

WHEREAS, the Debtors have agreed with the IPSA Holders and JB to undertake a comprehensive financial restructuring and recapitalization of the Debtors, which includes, among other things, a significant new investment in Reorganized Eurofresh (the “Reorganization”), in accordance with this Agreement and pursuant to the Debtors’ joint plan of reorganization filed with the Bankruptcy Court this date and attached hereto as Exhibit A (the “Plan”); and

WHEREAS, the IPSA Holders and JB have agreed, subject to the Debtors' compliance with the disclosure and solicitation requirements of Section 1125 of the Bankruptcy Code, to support the Plan, subject to the terms and conditions of this Agreement, so long as the Plan contains the terms and provisions set forth in Exhibit A with only those modifications and amendments that are approved by JB and the Designating IPSA Holders; and

WHEREAS, the IPSA Holders identified on Appendix B hereto (together with any Additional Participants, the "Investing Noteholders") and Bio Dynamics (together with the Investing Noteholders, the "New Investors") have agreed, as part of the Reorganization, to invest \$12,500,000 in Reorganized Eurofresh (the "New Money Investment"), with the Investing Noteholders contributing \$6,250,000 of the New Money Investment and Bio Dynamics contributing \$6,250,000 of the New Money Investment, in accordance with the terms and conditions of this Agreement and the Plan, in exchange for certain Purchased Securities of Reorganized Eurofresh; and

WHEREAS, the Debtors have agreed to promptly seek approval of the Disclosure Statement (as defined below) and confirmation of the Plan in accordance with the terms and conditions and within the timetables set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and the agreements of the Parties contained herein, and subject to the conditions specified herein, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement, except as expressly provided herein or unless the context otherwise requires, the following terms shall have the following respective meanings:

"Accredited Investor Questionnaire" shall mean that Accredited Investor Questionnaire executed by each New Investor, as required by Reorganized Eurofresh, a form of which is attached hereto as Exhibit B.

"Additional Participant" shall have the meaning set forth in Section 3.4 hereof.

"Additional Participant Investment" shall have the meaning set forth in Section 3.4 hereof.

"Affiliate" means with respect to any Person, (a) any other Person who is a partner, director, officer or stockholder of such Person; and (b) any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such Person, and any partner, director, officer or stockholder of such other Person described. For purposes of this Agreement, control of a Person by another Person shall be deemed to exist if such other Person has the power, directly or indirectly, either to (i) vote twenty percent (20%) or more of the securities having the power to vote in an election of directors of such Person, or (ii) direct the management of such Person, whether by contract or otherwise and whether alone or in combination with others.

“Agreement” means this Investment and Plan Support Agreement among the Parties hereto.

“Alternative Transaction” shall have the meaning set forth in Section 4.12 hereof.

“Approvals” shall have the meaning set forth in Section 6.1 hereof.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as applicable in the Chapter 11 Cases, promulgated pursuant to Section 2075 of the Judicial Code and the general, local and chambers rules and orders of the Bankruptcy Court.

“Bio Dynamics” shall have the meaning set forth in the Preamble to this Agreement.

“Bio Dynamics Purchase Price” means the cash consideration paid to Reorganized Eurofresh by Bio Dynamics for its portion of the New Money Investment, as provided in Section 3.1(b) hereof, which shall be \$6,250,000.

“Board of Directors” means the Board of Directors of EFI, EPL, Reorganized Eurofresh or Reorganized EPL, as the case may be, including any duly authorized committee of such Board of Directors.

“Business Day” means any day other than a Saturday, Sunday or a Legal Holiday.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Capitalized Lease Obligations” means as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Chapter 11 Cases” means the cases commenced under Chapter 11 of the Bankruptcy Code by the Debtors on April 21, 2009 in the Bankruptcy Court, which are assigned case numbers 09-07970 and 09-07971.

“Claims” means the JB Claims and the Noteholder Claims, collectively.

“Closing” means the completion of the transactions to occur on the Closing Date as provided herein.

“Closing Date” means the Effective Date or the date on which the closing conditions specified in this Agreement have been satisfied or waived.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Committee” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

“Commonly Controlled Entity” means an entity, whether or not incorporated, that is under common control with EFI within the meaning of Section 4001 of ERISA or is part of a controlled group that includes EFI and that is treated as a single employer under Section 414 of the Code.

“Confirmation Date” means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

“Contracts” shall mean any and all contracts, agreements, franchises, understandings, arrangements, leases, licenses, registrations, authorizations, easements, servitudes, rights of way, mortgages, bonds, notes, guaranties, Liens, approvals or other instruments or undertakings to which a Person is a party or to which or by which such Person or the property of such Person is subject or bound, excluding any Permits.

“Debtors” shall have the meaning set forth in the Preamble to this Agreement.

“Designating IPSA Holders” means the IPSA Holders that constitute seventy-five percent (75%) or greater in amount of the IPSA Holders’ Senior Noteholder Claims.

“Disclosure Statement” means the written disclosure statement for the Plan describing the Plan, that is prepared and distributed in accordance with sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law, as such disclosure statement may be amended, modified or supplemented from time to time.

“Discount Noteholder Claims” shall have the meaning set forth in the Recitals to this Agreement.

“Discount Noteholders” means the beneficial holders of the Discount Notes collectively, including the IPSA Holders to the extent that they are beneficial holders of the Discount Notes or advisors to funds or accounts that beneficially hold Discount Notes.

“Discount Notes” shall have the meaning set forth in the Recitals to this Agreement.

“Discount Note Indenture” shall have the meaning set forth in the Recitals to this Agreement.

“Disposition” means the disposition, by sale or merger, of all or substantially all of the New Common Stock, including the Reserved Shares, or a disposition of all or substantially all of the assets of Reorganized Eurofresh that is to be followed by a distribution to the shareholders.

“Effective Date” means the date selected by the Debtors (in consultation with the Committee) that is a Business Day after the Confirmation Date on which the conditions as specified in the Plan have been satisfied or waived. Unless otherwise specifically provided in the Plan, anything required to be done by the Debtors on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

“EFI” shall have the meaning set forth in the Preamble to this Agreement.

“Environmental Claims” means any claims, amendment procedures, writs, injunctions, liabilities, investigations, litigation, administrative proceedings, judgments or orders relating to any Hazardous Materials or any Hazardous Material Activity.

“Environmental Laws” shall mean all applicable laws (including common laws), directives, guidance, rules, regulations, orders, treaties, statutes, and codes promulgated by any Governmental Authority which prohibit, regulate or control any Hazardous Material or any Hazardous Material Activity.

“EPL” shall have the meaning set forth in the Preamble to this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

“ERISA Plan” means at a particular time, any employee benefit plan that is covered by ERISA and in respect of which a Debtor or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Existing Credit Documents” shall mean that (i) Credit and Guaranty Agreement dated as of March 25, 2008, as amended or otherwise modified to date, among the Debtors, the financial institutions party thereto as lenders, including Wells Fargo Foothill, LLC and Silver Point Finance, LLC, as administrative agent, collateral agent, syndication agent, documentation agent and lead arranger, (ii) that Lease Agreement dated as of March 25, 2008 between SP Eurofresh, LLC, as lessor, and EFI, as lessee, as amended or otherwise modified to date and (iii) all documents required under or otherwise executed in connection with any of the foregoing documents.

“Final Order” shall have the meaning set forth in the Plan.

“Forbearance Period” shall have the meaning set forth in Section 2.3 hereof.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

“Guarantee Obligation” means as to any Person (the “guaranteeing person”), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefore, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof, provided, however, that the term Guarantee Obligation shall not include (x) endorsements of instruments for deposit or collection or contractual indemnities, in each case, in the ordinary course of business or (y) indemnification by any Person of its directors or officers (or of the directors or officers of such Person’s Subsidiaries) for actions taken on behalf of such Person (or such Subsidiaries, as applicable). The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made, (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, or (c) such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

“Hazardous Material” means all or any of the following: (a) substances, emissions, wastes, chemicals or pollutants that have been designated by Governmental Authorities to be “hazardous”, “toxic”, a “pollutant”, “radioactive”, ignitable”, “corrosive”, “reactive”, “carcinogenic”, a “reproductive toxin” or “EP toxic” or otherwise a danger to health or the environment; (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids or synthetic gas and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c) any flammable substances or explosives or any radioactive materials; and (d) asbestos in any form or oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty parts per million.

“Hazardous Material Activity” means the transportation, transfer, recycling, storage, use, treatment, manufacture, removal, remediation, release, exposure of others to, sale, or distribution of any Hazardous Material or any product or waste containing a Hazardous Material, or product manufactured with Ozone depleting substances, including any required labeling, payment of

waste fees or charges (including so-called e-waste fees) and compliance with any recycling, product take-back or product content requirements.

“Indebtedness” means of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capitalized Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all preferred Capital Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) all obligations of such Person in respect of Swap Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefore as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefore.

“Initial Investing Noteholders” means the IPSA Holders who are listed on Appendix B hereto.

“Initial Percentage” means each Investing Noteholder’s portion of the Investing Noteholder Investment, as such Initial Percentage may be adjusted by an Additional Participant Investment. Each Investing Noteholder’s Initial Percentage is identified on Appendix B hereto.

“Investing Noteholder Investment” means the Investing Noteholders’ aggregate portion of the New Money Investment, which shall be \$6,250,000.

“Investing Noteholder Purchase Price” means the cash consideration paid to Reorganized Eurofresh by each Initial Investing Noteholder for such Investing Noteholder’s Initial Percentage of the Investing Noteholder Investment, as described in Section 3.1(a) hereof, calculated by multiplying such Investing Noteholder’s Initial Percentage by \$6,250,000.

“Investing Noteholders” shall have the meaning set forth in the Recitals to this Agreement.

“IPSA Holders” shall have the meaning set forth in the Preamble to this Agreement and shall not include any Additional Participants.

“IRS” means the Internal Revenue Service.

“JB” shall have the meaning set forth in the Preamble to this Agreement.

“JB Claims” shall have the meaning set forth in the Recitals to this Agreement.

“Joinder Agreement” means an agreement of joinder in the form set forth in Exhibit C hereto.

“Judicial Code” means Title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

“Legal Holiday” shall have the same meaning set forth in Federal Rule of Bankruptcy Procedure 9006(a).

“Legal Requirements” means to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Lien” shall have the same meaning set forth in Section 101(37) of the Bankruptcy Code.

“Material Adverse Effect” means a material adverse effect on (i) the business, condition (financial or otherwise), operations or assets of the Debtors, taken as a whole, in each case, other than such effects attributable to the consummation of the transactions contemplated by the Plan, the occurrence of the Effective Date and, in the case of time periods during the pendency of the Chapter 11 Cases, the commencement of the Chapter 11 Cases or the existence of prepetition claims and of defaults under such prepetition claims, (ii) the validity or enforceability of the Plan Related Documents, or (iii) the rights and remedies of the New Investors under the Plan Related Documents, taken as a whole.

“Material Contracts” means all Contracts assumed by Reorganized Eurofresh and Reorganized EPL as of the Confirmation Date.

“MIP” shall mean that post-Effective Date management compensation incentive plan on terms substantially the same as those set forth in the Plan Supplement.

“Montis” means MONTIS BVBA, an Affiliate of JB.

“New Common Stock” means 20,000,000 shares of common stock of Reorganized Eurofresh, of a single class, to be authorized pursuant to the Reorganized Eurofresh Charter, of which 10,000,000 shares shall be initially issued pursuant to the Plan as of the Effective Date (of which 1,000,000 shares shall be Reserved Shares) and of which 750,000 shares shall be reserved for stock options under the MIP.

“New Credit Facility” shall mean that Amended and Restated Credit Agreement, dated as of the Effective Date between the Debtors and Silver Point Finance, LLC, and any related documents or agreements in connection therewith, which New Credit Facility shall amend and restate the Existing Credit Documents in their entirety in accordance with the terms of the Plan.

“New Investors” shall have the meaning set forth in the Recitals to this Agreement.

“New Money Investment” shall have the meaning set forth in the Recitals to this Agreement.

“Noteholder Claims” shall have the meaning set forth in the Recitals to this Agreement.

“Noteholders” means the Senior Noteholders and the Discount Noteholders, collectively.

“Old Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock (including any and all warrants, rights or options to purchase any of the foregoing of EFI or EPL existing immediately prior to the Effective Date.

“Permits” means any and all permits, rights, approvals, licenses, authorizations, legal status, orders or Contracts under any Legal Requirement or otherwise granted by any Governmental Authority.

“Permitted Liens” means Liens permitted by the terms of the New Credit Facility.

“Person” shall have the same meaning set forth in Section 101(41) of the Bankruptcy Code.

“PIK Preferred Stock” means \$10,000,000 in new preferred stock of Reorganized Eurofresh which, on the Effective Date, shall be issued to the Senior Noteholders on account of their Senior Noteholder Claims, and which shall accrue preferred dividends at the rate of 10% per annum, which shall be payable only in kind until (y) the New Credit Facility and the Subordinated PIK Notes have been paid in full; and (z) the Board of Directors of Reorganized Eurofresh adopts a resolution authorizing the payment of such dividends in cash, rather than in kind.

“Plan” shall have the meaning set forth in the Recitals to this Agreement.

“Plan Related Documents” means, collectively, the Plan, the Disclosure Statement, the Plan Supplement, this Agreement and any agreements to be entered into among any or all of the Debtors, the IPSA Holders, JB, Bio Dynamics or MONTIS BVBA (as applicable) pursuant to this Agreement or the Plan.

“Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits to the Plan, which will include, without limitation, the documents set forth on Appendix C.

“Purchased Securities” means the New Common Stock, the interest of the Investing Noteholders in the Reserved Shares and the Subordinated PIK Notes to be purchased by the New Investors pursuant to this Agreement.

“Reorganization” shall have the meaning set forth in the Recitals to this Agreement.

“Reorganized EPL” means EPL, reorganized and reconstituted pursuant to this Agreement and the Plan, on and after the Effective Date.

“Reorganized Eurofresh” means EFI, reorganized and reconstituted pursuant to this Agreement and the Plan, on and after the Effective Date.

“Reorganized EPL Bylaws” shall mean the bylaws of Reorganized EPL, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

“Reorganized Eurofresh Bylaws” shall mean the bylaws of Reorganized Eurofresh, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

“Reorganized EPL Charter” shall mean the amended and restated certificate of incorporation of Reorganized EPL, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

“Reorganized Eurofresh Charter” shall mean the amended and restated certificate of incorporation of Reorganized Eurofresh, substantially in the form contained in the Plan Supplement to be in effect upon the Effective Date.

“Reserved Shares” shall have the meaning set forth in Section 3.7 hereof.

“Reserved Shares Trust” shall have the meaning set forth in Section 3.7 hereof.

“Securities Act” means the Securities Act of 1933, as amended, and the regulations promulgated thereunder.

“Senior Noteholder Claims” shall have the meaning set forth in the Recitals to this Agreement.

“Senior Noteholders” means the beneficial holders of the Senior Notes collectively, including the IPSA Holders to the extent they are beneficial holders of the Senior Notes or advisors to funds or accounts that beneficially hold Senior Notes.

“Senior Notes” shall have the meaning set forth in the Recitals to this Agreement.

“Senior Note Indenture” shall have the meaning set forth in the Recitals to this Agreement.

“Senior Note Indenture Trustee” shall have the meaning set forth in the Recitals to this Agreement.

“Shareholder Voting Agreement” shall mean that Shareholder Voting Agreement dated as of the date of the Plan Supplement by and among Bio Dynamics and the Investing Noteholders, a form of which shall be included in the Plan Supplement.

“Solvent” means when used with respect to any Person and its Subsidiaries, means that, as of any date of determination, (a) the amount of the “present fair saleable value” of the assets

of such Person and its Subsidiaries on a consolidated basis will, as of such date, exceed the amount of all “liabilities of such Person and its Subsidiaries on a consolidated basis, contingent or otherwise”, as of such date, as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person and its Subsidiaries will, as of such date, be greater than the amount that will be required to pay the probable liability of such Person and its Subsidiaries on a consolidated basis on its debts as such debts become absolute and matured, (c) such Person and its Subsidiaries on a consolidated basis will not have, as of such date, an unreasonably small amount of capital with which to conduct their business, and (d) such Person and its Subsidiaries will be able to pay their debts as they mature. For purposes of this definition, (i) “debt” means liability on a “claim”, and (ii) “claim” means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

“Subordinated PIK Purchase Agreement” means that 15% Subordinated PIK Purchase Agreement dated as of the Closing Date among the Debtors and the New Investors, a form of which shall be contained in the Plan Supplement.

“Subordinated PIK Notes” means the \$12,500,000 in new notes, issued by Reorganized Eurofresh, to the New Investors on the Effective Date in exchange for the New Money Investment, with a maturity date seven years after the Effective Date, which shall bear interest at 15% per annum and shall be subordinated to claims under the New Credit Facility. Interest on the Subordinated PIK Notes shall be payable only in kind until the indebtedness under the New Credit Facility is paid in full, and thereafter, interest on the Subordinated PIK Notes shall continue to be payable in kind until the first interest payment date following the adoption by the Board of Directors of Reorganized Eurofresh of a resolution authorizing the payment of cash interest on the Subordinated PIK Notes, at which point the annual rate of interest going forward shall be reduced to 12.5%. A form of Subordinated PIK Note shall be contained in the Plan Supplement.

“Subsidiary” means any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to EPL, which is the only Subsidiary of EFI.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (including, without limitation,

Commodity Hedge Agreements); provided that no phantom stock, option or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of EFI or any of its Subsidiaries shall be a “Swap Agreement.”

“Tax” or “Taxes” means (i) any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts, (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) of this definition as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor or transferor entity.

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

In addition to the foregoing definitions, capitalized terms used as defined terms but not defined herein shall have the respective meanings provided in the Plan.

ARTICLE 2

PLAN SUPPORT

Section 2.1 Means for Effectuating the Reorganization. To implement the Reorganization, the Debtors agree, subject to the terms and conditions set forth herein, to consummate the Reorganization by means of the Plan and to use their commercially reasonable efforts to have the Plan confirmed by the Bankruptcy Court as expeditiously as possible under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local bankruptcy rules of the Bankruptcy Court.

Section 2.2 Support of the Plan. (a) Each of the IPSA Holders, as a holder of Noteholder Claims or as advisor to a fund or account that beneficially holds Noteholder Claims and in its capacity to direct the Noteholder Claims of such funds or accounts, and JB, as holder of the JB Claims and in his capacity to direct the JB Claims, agrees and covenants with the Debtors, subject to approval by the Bankruptcy Court of a Disclosure Statement in form and substance reasonably acceptable to the Debtors, the Designating IPSA Holders and JB and other solicitation materials in respect of the Plan as containing “adequate information” under section 1125 of the Bankruptcy Code and provided that the Disclosure Statement contains information that is not materially inconsistent with the information heretofore provided by the Debtors to the IPSA Holders and JB:

(i) it shall support the confirmation of the Plan, so long as the Plan contains the terms and conditions set forth in Exhibit A, with only those modifications and amendments that are approved by the Designating IPSA Holders and JB.

(ii) it will not (w) object to, delay, or take any other action to interfere, directly or indirectly, in any respect with acceptance or implementation of the Plan, so long as the Plan contains the terms and conditions set forth in Exhibit A, with only those modifications and amendments that are approved by the Designating IPSA Holders and JB, (x) encourage any person or entity to do any of the foregoing, (y) directly or indirectly seek, solicit, propose, file, support, encourage, or vote for any plan of reorganization for the Debtors other than the Plan, as modified or amended in a manner approved by the Designating IPSA Holders and JB, unless consented to by the Parties hereto, or (z) take any other action, including but not limited to, initiating any legal proceeding, that is materially inconsistent with, or that would prevent or delay consummation of, the Reorganization; provided, however, that the obligations of each of the IPSA Holders under this Section 2.2 and Section 2.3 shall terminate if the Debtors: (i) modify the Plan in a manner which is not reasonably acceptable to the Designating IPSA Holders; or (ii) file with the Bankruptcy Court, as part of any Plan Supplement or otherwise, any Plan Related Document which is not reasonably satisfactory in form and substance to the Designating IPSA Holders and provided, further, the (i) refusal by any IPSA Holder to accept any modification to the Plan which changes the amount or economic terms of the New Money Investment, the consideration to be received in exchange for the New Money Investment, or the consideration to be received by Senior Noteholders on account of Senior Noteholder Claims shall conclusively be deemed reasonable; and (ii) the refusal of any IPSA Holder to find any provision in a Plan Related Document which (x) governs the amount or economic terms of the New Money Investment, the consideration to be received in exchange for the New Money Investment or the consideration to be received by Senior Noteholders on account of Senior Noteholder Claims; and (y) is not already contained in the Plan, to be satisfactory and to find the Plan Related Document which contains such provision satisfactory shall conclusively be deemed to be reasonable.

(b) Nothing contained in this Agreement shall prevent the IPSA Holders or JB from taking any actions (or refraining from taking any actions), or from revoking any vote or consent previously given, at any time at or following the termination of this Agreement pursuant to Article 9 hereof, or from enforcing their rights under this Agreement.

(c) Nothing contained in this Agreement shall be construed to require JB or the IPSA Holders to vote to accept or reject the Plan or any other plan of reorganization for the Debtors, and nothing contained herein shall be construed as a solicitation of a vote to accept or reject the Plan or any other plan of reorganization for the Debtors.

(d) The Parties agree that the Debtors shall not be entitled to seek specific performance and injunctive or other equitable relief as a remedy for a breach of this Agreement by any IPSA Holder or JB prior to the Bankruptcy Court approving the Disclosure Statement.

Section 2.3 Forbearance. Each of the IPSA Holders and JB:

(a) covenants that: from the date hereof until termination of this Agreement (the “Forbearance Period”), and without the prior written consent of the Debtors, it shall not: (y) sell, transfer, assign, pledge, or otherwise dispose of any of its Claims, in whole or in part, or any interest therein, unless the transferee accepts such Claims subject to the terms of this Agreement, or (z) grant any proxies, deposit any of its Claims into a voting trust, or enter into a voting agreement with respect to any such Claims unless such arrangement provides for compliance herewith. Unless the Debtors have otherwise consented in writing, in the event that an IPSA Holder or JB transfers any of its Claims prior to the last date for voting on the Plan, such transferee shall comply with and be subject to all the terms of this Agreement so long as such Agreement remains in effect, and shall, as a condition precedent to such transfer, execute an agreement on terms substantially identical to the terms of this Agreement. This Agreement shall in no way be construed to preclude the IPSA Holders or JB from acquiring additional Claims; provided, however, that any such additional Claims shall automatically be deemed to be subject to all of the terms of this Agreement.

(b) covenants that, during the Forbearance Period, it will not seek to terminate the Debtors’ exclusive right to file the Plan under Section 1121 of the Bankruptcy Code or otherwise object to the Debtors’ request to obtain an extension of such exclusive period to not later than August 31, 2009.

(c) subject to the proviso at the end of Section 2.2(a), agrees to use its commercially reasonable efforts to (i) support and complete the Reorganization as promptly as possible, and (ii) do all things reasonably necessary and appropriate in furtherance thereof, including, without limitation, taking all steps necessary and desirable to obtain an order of the Bankruptcy Court confirming the Plan as expeditiously as possible under the Bankruptcy Code and other applicable law, and obtain any and all required regulatory and/or third-party approvals for the Reorganization.

Section 2.4 Due Authorization; Enforceability. Each of the IPSA Holders and JB represents and warrants to the Debtors and to each other as of the date hereof as follows:

(a) such Person has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement; and

(b) this Agreement has been duly and validly executed and delivered by such Person and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

ARTICLE 3

THE NEW MONEY INVESTMENT

Section 3.1 Terms of the New Money Investment.

(a) Subject to the terms and conditions of this Agreement, in consideration for the Investing Noteholder Purchase Price, Reorganized Eurofresh will sell and each Investing Noteholder shall purchase its Initial Percentage of the following:

(i) 4,000,000 shares in the aggregate of New Common Stock issued to the Investing Noteholders on the Closing Date;

(ii) its interest in the Reserved Shares to be held, allocated and distributed in accordance with the Reserved Shares Trust as provided in Section 3.7; and

(iii) Subordinated PIK Notes issued to the Investing Noteholders in the aggregate principal amount of \$6,250,000.

(b) Subject to the terms and conditions of this Agreement, in consideration for the Bio Dynamics Purchase Price, Reorganized Eurofresh will sell and Bio Dynamics shall purchase the following:

(i) 4,000,000 shares of New Common Stock issued to Bio Dynamics on the Closing Date; and

(ii) a Subordinated PIK Note in the principal amount of \$6,250,000.

Section 3.2 Payment of Purchase Price. Each Investing Noteholder Purchase Price and the Bio Dynamics Purchase Price shall be paid by wire transfer of immediately available funds on the Closing Date to an account to be specified by EFI not less than three (3) Business Days prior to the Closing Date.

Section 3.3 Proceeds of the New Money Investment. The New Money Investment shall be applied by Reorganized Eurofresh as follows: (i) \$7,500,000 shall be used to make a principal payment under the Existing Credit Documents (subject to the limitation on payment of make-whole premiums, pre-payment premiums and similar fees and penalties identified in the Plan) and (ii) \$5,000,000 shall be used to fund the working capital requirements of Reorganized Eurofresh, including other payments to be made pursuant to the Plan.

Section 3.4 Additional Participants. Prior to the Closing, any Senior Noteholder who is not an IPSA Holder (each an "Additional Participant") may provide up to its pro rata portion of the Investing Noteholder Investment, which portion shall be calculated based on a fraction, the numerator of which is the principal amount of Senior Notes held by such Senior Noteholder, and the denominator of which is \$170,000,000 (the "Additional Participant Investment"). Each Additional Participant shall execute a Joinder Agreement and such other documents as reasonably required by the Debtors, the IPSA Holders and Bio Dynamics. Upon satisfaction of the conditions of this Section 3.4, (i) the Additional Participant shall be considered an "Investing Noteholder" for

all purposes under this Agreement other than Article 2, (ii) the Initial Percentage of each IPSA Holder who is an Investing Noteholder shall be reduced ratably and (iii) Appendix B hereto shall be amended accordingly.

Section 3.5 Agreement to Purchase. In the event that an Additional Participant defaults on its obligations to fund its portion of the Investing Noteholder Investment under this Agreement, each Initial Investing Noteholder shall be responsible for satisfying the Investing Noteholder Investment of such defaulting Additional Participant in the same proportion as such Initial Investing Noteholder's Initial Percentage bears to the total Initial Percentages of the Initial Investing Noteholders.

Section 3.6 Corporate Governance. On the Effective Date, the Board of Directors of Reorganized Eurofresh and the Board of Directors of Reorganized EPL shall each consist of five (5) directors identified prior to entry of the Confirmation Order, with two (2) directors selected by the Initial Investing Noteholders who hold a majority in amount of the Initial percentages (as set forth on Appendix B), two (2) directors selected by Bio Dynamics (one (1) of whom shall be JB) and one (1) director selected jointly by the Initial Investing Noteholders who hold a majority in amount of the Initial percentages (as set forth on Appendix B) and Bio Dynamics, or if they cannot agree on the fifth director, such director shall be selected by the Bankruptcy Court from two (2) candidates, one (1) of whom shall be proposed by the Initial Investing Noteholders who hold a majority in amount of the Initial percentages (as set forth on Appendix B) and one (1) of whom shall be proposed by Bio Dynamics.

Section 3.7 Reserved Shares Trust. One million shares of New Common Stock (the "Reserved Shares") shall be placed in trust (the "Reserved Shares Trust") on the Effective Date. The Reserved Shares Trust shall be in a form reasonably acceptable to Reorganized Eurofresh and the Designating IPSA Holders. The trustee of the Reserved Shares Trust shall be required to vote the Reserved Shares for and against any matters submitted to the holders of New Common Stock in the same proportion as the vote of all the other New Common Stock. Following a Disposition, all proceeds or distributions received on or on account of the Reserved Shares shall be allocated between the Investing Noteholders and the Senior Noteholders pursuant to the following mechanism: such proceeds and distributions shall first be distributed to the Investing Noteholders in such amount, if any, as is necessary so that, when added to the distributions and proceeds received by the Investing Noteholders on account of the Subordinated PIK Notes and New Common Stock issued to the Investing Noteholders, the Investing Noteholders will have received distributions and proceeds with an aggregate value equal to the product of multiplying 2.5 by the amount of the Investing Noteholder Investment. Any residual proceeds or distributions on account of the Reserved Shares shall be distributed to the Senior Noteholders via distribution to the holders of the trust certificates. The distribution to the Investing Noteholders pursuant to the foregoing shall be made on a ratably basis based on a fraction, the numerator of which is the amount of each Investing Noteholder's Investing Noteholder Investment, and the denominator of which is the total amount of the Investing Noteholder Investment. The rights, title, claims and interests of an Investing Noteholder or a Senior Noteholder in the Reserved Shares Trust will be represented by trust certificates in the Reserved Shares Trust.

ARTICLE 4

COVENANTS OF THE DEBTORS, THE IPSA HOLDERS AND JB

Section 4.1 Debtors' Actions with Respect to Plan.

(a) The Debtors shall use all commercially reasonable efforts to cooperate and coordinate with the IPSA Holders, Bio Dynamics and JB and their respective designated representatives and advisors (i) to prepare all necessary documents to consummate the Reorganization, which documents shall be consistent with this Agreement and the Plan, (ii) to obtain all approvals of the Bankruptcy Court required to consummate the Reorganization, (iii) to obtain any approval for the Reorganization as may be required by Legal Requirements as expeditiously as possible, and to make all filings with applicable Governmental Authorities as may be required by Legal Requirements on a timely basis, and (iv) to obtain any and all other necessary regulatory or third party approvals for the Reorganization as expeditiously as possible.

(b) The Debtors shall use all commercially reasonable efforts to file each of the Plan and the Disclosure Statement with the Bankruptcy Court by June 12, 2009, and file with the Bankruptcy Court appropriate pleadings to obtain hearing dates for the approval of the Disclosure Statement and the Plan, in each case as promptly as possible.

(c) The Debtors shall use all commercially reasonable efforts to obtain (i) approval of the Disclosure Statement by no later than [June 30, 2009], (ii) the earliest practicable deadline for acceptance or rejection of the Plan by the holders of impaired claims and interests, (iii) confirmation of the Plan as promptly as practicable but in no event later than [August 31, 2009], with only such changes or modifications thereto as are acceptable to the Debtors, the Designating IPSA Holders and JB, and (iv) the dismissal of all appeals, applications and motions for reconsideration with respect to the approval of the Disclosure Statement, confirmation of the Plan, and entry of any other order or ruling relating to the Plan, as promptly as practicable.

(d) Subject to the terms and conditions of the confirmed Plan, Reorganized Eurofresh shall cause the distributions of the Capital Stock of Reorganized Eurofresh to be made as contemplated by the confirmed Plan as promptly as practicable on or after the Effective Date.

(e) The Debtors shall not knowingly take any action or fail to take any action that would cause a material delay of the Reorganization pursuant to the Plan.

Section 4.2 Claims Reports. EFI shall provide regular updates, analyses, reports, supporting information and communications as may be requested by the IPSA Holders and JB with respect to claims of creditors of the Debtors and any calculation of the amount of such claims.

Section 4.3 Conduct of the Chapter 11 Cases. The Debtors shall consult and cooperate with the IPSA Holders and JB as the IPSA Holders and JB shall reasonably request on all material aspects of the Chapter 11 Cases, including, without limitation, the Plan, the Plan Related Documents and the prosecution of the Chapter 11 Cases. The IPSA Holders and JB shall reasonably cooperate with the Debtors in connection with the Plan, the Plan Related Documents and the prosecution of the Chapter 11 Cases.

Section 4.4 Access to Information; Delivery of Documents. Through the Closing Date, the Debtors shall allow the officers, attorneys, accountants, lenders and other representatives of the IPSA Holders and JB access at reasonable times and upon prior notice by the IPSA Holders and JB to all records and files, correspondence, audits and properties, as well as to all information relating to commitments, contracts, titles and financial condition, or otherwise pertaining to the business and affairs of the Debtors. EFI shall deliver promptly to the IPSA Holders and JB and their counsel copies of all filings in connection with the Chapter 11 Cases and all orders from the Bankruptcy Court received in connection therewith.

Section 4.5 Notification of Changes. The Debtors shall promptly notify the IPSA Holders, Bio Dynamics and JB, and the IPSA Holders, Bio Dynamics and JB shall promptly notify the Debtors, of the existence or happening of any fact, condition, circumstance, event or occurrence prior to the Closing Date of which the Debtors or the IPSA Holders, Bio Dynamics and JB, as applicable, have actual knowledge and which would materially alter the accuracy or completeness of any representation or warranty, or which would constitute a violation or breach or renders impractical the performance of any covenant or agreement of such Party contained in this Agreement or any other Plan Related Document.

Section 4.6 Commercially Reasonable Efforts. The Debtors shall use all commercially reasonable efforts to satisfy or cause to be satisfied all of the conditions precedent to their or the IPSA Holders', Bio Dynamics's and JB's obligations hereunder which are to be satisfied or performed by the Debtors. The IPSA Holders, Bio Dynamics and JB shall use all commercially reasonable efforts to satisfy or cause to be satisfied all other conditions precedent to its or the Debtors' obligations hereunder which are to be satisfied or performed by the IPSA Holders, Bio Dynamics and JB. The Parties hereto shall cooperate with each other in all commercially reasonable respects in obtaining any consents or agreements of third parties necessary for the performance by them of their obligations under this Agreement and the consummation of the transactions contemplated hereby.

Section 4.7 Certain Failures of Conditions. If the failure of any condition to the obligation of a Party hereunder is primarily attributable to the action or omission from and after the date hereof of such Party, then such condition shall be deemed to have been satisfied and the failure of such condition shall not excuse the performance of such Party of its obligations hereunder.

Section 4.8 Conduct of Business Pending the Closing. Except as required or expressly permitted hereby and the Plan, or as consented to in writing by the Designating IPSA Holders and Bio Dynamics, from the date hereof until the Closing Date, EFI shall (i) cause each Debtor to operate in the ordinary course of business consistent with past practices, (ii) use commercially reasonable efforts to preserve, maintain and protect in all material respects consistent with past practices, the assets, rights, cash flows, properties and goodwill of each Debtor (including by using commercially reasonable efforts to maintain in all material respects the Debtors' relationships with customers, suppliers and Governmental Authorities) and (iii) maintain the assets and equipment of the Debtors in accordance with past practices.

Section 4.9 Changes to Plan. The Debtors shall not make any material changes to the Plan, the Plan Related Documents or the Disclosure Statement without the prior written consent of the Designating IPSA Holders and JB.

Section 4.10 Settlement of Certain Claims. The Debtors shall not settle any make-whole or default interest claims, material contract rejection damage claims or any other material claims of creditors without the prior written consent of the Designating IPSA Holders and JB.

Section 4.11 Legends. The New Investors agree that the certificates evidencing the shares of the Purchased Securities will bear the legend set forth on Appendix D.

Section 4.12 Alternative Transactions.

(a) (i) From and after execution of this Agreement, except as otherwise specifically permitted by the terms hereof, the Debtors agree that neither the Debtors nor any of the officers and directors of the Debtors shall, and the Debtors shall use their reasonable best efforts to cause the Debtors' employees, agents and representatives (including any investment banker or financial advisor retained by the Debtors) not to, directly or indirectly, encourage, solicit or initiate any inquiry or proposal from, or encourage, solicit or initiate any discussions or negotiations with, or respond in any manner to any unsolicited inquiry or proposal from, any Person (other than the Parties hereto or an Affiliate, associate, representative or agent of any such Party) concerning any potential sale of the Debtors or restructuring of the Debtors or similar transaction which is similar to or in substitution of the Reorganization pursuant to the terms hereof (each, an "Alternative Transaction"), or agree to endorse, approve or recommend any Alternative Transaction.

(ii) Notwithstanding the foregoing, nothing contained in this Section 4.12 shall prohibit the Board of Directors of the Debtors from furnishing information to, or entering into discussions with, any Person that makes a bona fide Alternative Transaction inquiry or proposal as set forth in Section 4.12(b) below; provided, however, that the Debtors agree to notify the IPSA Holders and JB as soon as practicable, and in any event within two (2) Business Days, if any such inquiries or proposals are received by, or information is requested from, or any negotiations or discussions are sought to be initiated or continued with, the Debtors regarding an Alternative Transaction.

(b) If any person or entity makes a bona fide Alternative Transaction inquiry or proposal:

(i) the Debtors may enter into discussions or negotiations with such Person concerning an Alternative Transaction after providing written notice of such discussions or negotiations to the IPSA Holders and JB pursuant to Section 4.12(a)(ii) above;

(ii) the Debtors may enter into a confidentiality agreement with such Person, provided that such confidentiality agreement permits the Debtors to keep the IPSA Holders and JB informed of the status of such discussions or negotiations; and

(iii) the Board of Directors of the Debtors may consider the Alternative Transaction and if the Board of Directors determines in good faith, after consultation with an

independent financial advisor or counsel and after consultation with (but not requiring the consent or approval of) the IPSA Holders and JB, that approval of such Alternative Transaction is required for the Board of Directors to comply with its fiduciary duties or is required to comply with any orders of a Bankruptcy Court, the Board of Directors may approve such Alternative Transaction; provided, however, that upon approval by the Board of Directors of an Alternative Transaction, this Agreement shall be deemed to automatically terminate without further action pursuant to Section 9.1 and Section 9.2.

Section 4.13 Unsecured Creditors Committee. The Debtors acknowledge and agree that certain of the IPSA Holders are members of the Committee and that the Committee, in the exercise of its fiduciary duties, may consider and be required to support an Alternative Transaction. Notwithstanding any provision of this Agreement to the contrary, in the event that such IPSA Holders, in their capacity as members of the Committee, determine that they are required to support an Alternative Transaction to the Bankruptcy Court in order to comply with their fiduciary duties as members of the Committee, then such IPSA Holders may support such an Alternative Transaction; provided, however, that upon the Committee submitting a motion evidencing such support to the Bankruptcy Court, this Agreement shall be deemed to automatically terminate without further action pursuant to Section 9.1 and Section 9.2 hereof.

Section 4.14 Board of Directors; Substantial Shareholder. The Debtors acknowledge and agree that JB is a member of the Board of Directors of the Debtors, and a direct or indirect substantial shareholder of the Debtors. The Board of Directors and substantial shareholders may, in the exercise of their fiduciary duties, be required to support an Alternative Transaction. Notwithstanding any provision of this Agreement to the contrary, in the event that JB, in his capacity as a member of the Board of Directors or as a substantial shareholder, determines that he or Bio Dynamics is required to support an Alternative Transaction to the Bankruptcy Court in order to comply with his fiduciary duties as a member of the Board of Directors or as a substantial shareholder, then JB may support such an Alternative Transaction in such capacity; provided, further, that upon approval by the Board of Directors of an Alternative Transaction, this Agreement shall be deemed to automatically terminate without further action pursuant to Section 9.1 and Section 9.2.

ARTICLE 5

CLOSING

Section 5.1 Closing Transactions.

(a) Subject to the terms and conditions of the Plan and this Agreement, on the Closing Date: (i) all of the Old Capital Stock, the Senior Notes and the Discount Notes shall be extinguished and canceled; (ii) the Subordinated PIK Purchase Agreement shall be executed by the parties thereto; (iii) the New Credit Facility shall be executed by the parties thereto or otherwise made effective and binding by order of the Bankruptcy Court; (iv) the proceeds of the New Money Investment shall be applied in accordance with Section 3.3 hereof; (v) each Investing Noteholder shall pay to Reorganized Eurofresh its Investing Noteholder Purchase Price, (vi) Reorganized Eurofresh shall issue to each Investing Noteholder its Initial Percentage of New Common Stock and the Subordinated PIK Notes, as described in Section 3.1(a) hereof;

(vii) Bio Dynamics shall pay to Reorganized Eurofresh the Bio Dynamics Purchase Price; (viii) Reorganized Eurofresh shall issue to Bio Dynamics the New Common Stock and the Subordinated PIK Note, as described in Section 3.1(b); (ix) the Reorganized Eurofresh Charter and the Reorganized EPL Charter shall be filed in Delaware; (x) the directors and officers of Reorganized Eurofresh and Reorganized EPL shall be appointed in accordance with Plan, the Reorganized Eurofresh Bylaws and the Reorganized EPL Bylaws; and (xi) a notice of effectiveness of the Plan shall be filed and served.

(b) The Closing shall occur at the offices of Squire, Sanders & Dempsey L.L.P., 2 Renaissance Square, 40 North Central Avenue, Suite 2700, Phoenix, Arizona, at 10:00 a.m. PST on the Closing Date, or at such other place, time and date as the Parties may agree.

Section 5.2 Closing Deliveries.

(a) At the Closing, simultaneous with or prior to the delivery by (i) each Investing Noteholder of its Investing Noteholder Purchase Price pursuant to Section 3.1(a), and (ii) Bio Dynamics of the Bio Dynamics Purchase Price pursuant to Section 3.1(b), Reorganized Eurofresh shall deliver to the New Investors the following:

(i) the Confirmation Order;

(ii) a certificate or certificates, Subordinated PIK Notes, or such other documents as may be required representing the Purchased Securities issued to each New Investor in such amounts as set forth herein;

(iii) a certificate, dated as of the Closing Date, from an officer of Reorganized Eurofresh to the effect that the conditions set forth in Section 6.1 which have not been waived in writing by Bio Dynamics and/or the Designating IPISA Holders, as applicable, have been satisfied;

(iv) an executed Reserved Shares Trust in a form reasonably acceptable to Reorganized Eurofresh, Bio Dynamics and the Designating IPISA Holders;

(v) at least two (2) Business Days prior to the Closing, a list of the New Investors and the amount to be held by each New Investor, as of the Closing Date, of the Purchased Securities; and

(vi) such other documents as may be reasonably requested by Bio Dynamics and/or the Designating IPISA Holders.

(b) At the Closing, each Investing Noteholder shall deliver to Reorganized Eurofresh the following:

(i) its Investing Noteholder Purchase Price for the New Common Stock, its interest in the Reserved Shares and the Subordinated PIK Notes to be acquired by such Investing Noteholder pursuant to Section 3.1(a);

(ii) a certificate, dated as of the Closing Date, from an officer of such Investing Noteholder to the effect that the conditions set forth in Section 6.2 which have not been waived in writing by Reorganized Eurofresh have been satisfied;

(iii) an executed Shareholder Voting Agreement whereby the New Investors, among other matters, shall agree to vote their shares of New Common Stock such that, at all times, the Board of Directors of Reorganized Eurofresh and the Board of Directors of EPL shall each consist of two (2) directors selected by Bio Dynamics (one of whom shall be JB), two (2) directors selected by the Initial Investing Noteholders holding a majority in amount of the Initial Percentages of the Initial Investing Noteholders and one (1) director selected (x) jointly by Bio Dynamics and the Initial Investing Noteholders holding a majority in amount of the Initial Percentages of the Initial Investing Noteholders or (y) if they cannot agree on the fifth director, by the four (4) other directors;

(iv) an executed Reserved Shares Trust in a form reasonably acceptable to Reorganized Eurofresh and the Designating IPSA Holders; and

(v) such other documents as may be reasonably requested by Reorganized Eurofresh, including an executed Accredited Investor Questionnaire.

(c) At the Closing, Bio Dynamics shall deliver to Reorganized Eurofresh the following:

(i) the Bio Dynamics Purchase Price for the New Common Stock and the Subordinated PIK Note to be acquired by Bio Dynamics pursuant to Section 3.1(b);

(ii) a certificate, dated as of the Closing Date, to the effect that the conditions set forth in Section 6.2 which have not been waived in writing by Reorganized Eurofresh have been satisfied;

(iii) an executed Shareholder Voting Agreement in accordance with the terms described in Section 5.2(b)(iii) hereof; and

(iv) such other documents as may be reasonably requested by Reorganized Eurofresh, including an executed Accredited Investor Questionnaire.

ARTICLE 6

CONDITIONS TO CLOSING

Section 6.1 Conditions Precedent to New Investors' Obligations. The Closing and the New Investors' obligations to make the New Money Investment shall be subject to the satisfaction, in all material respects, as of the Closing Date, of each of the following conditions:

(a) Compliance by Debtors. The representations and warranties made by the Debtors in this Agreement shall be true and accurate in all material respects on the date hereof and on the Closing Date with the same effect as though such representations and warranties had been given on and as of the Closing Date (unless stated to relate to a specific earlier date, in

which case such representations and warranties shall be true and correct in all material respects as of such earlier date) (it being understood that any representation or warranty that is qualified as to materiality or Material Adverse Effect shall be true and accurate in all respects). Each of the Debtors shall have performed and complied in all material respects with all of its covenants and other obligations under this Agreement and the Plan Related Documents which are to be performed or complied with by it on or prior to the Closing Date.

(b) Proceedings Relating to the Chapter 11 Cases. In connection with the proceedings in the Chapter 11 Cases:

(i) The Bankruptcy Court shall have entered the Confirmation Order on or before August 31, 2009.

(ii) The Confirmation Order, including any amendments or modifications thereof, shall be in form and substance acceptable to JB and the Designating IPSA Holders.

(iii) The Confirmation Order shall not then be stayed by any court or Bankruptcy Rule 3020(e).

(iv) The Bankruptcy Court will have approved and authorized the assumption and rejection of executory contracts and unexpired leases as contemplated in the Plan.

(v) All claims of creditors, secured or unsecured, and equity holders shall be treated consistent with the terms of the Plan or as otherwise satisfactory to JB and the Designating IPSA Holders.

(c) Alternative Transaction. The Debtors shall not have entered into an Alternative Transaction.

(d) No Prohibition of Transaction. There shall not be in force any order, decree or ruling of any court or governmental body having jurisdiction, or any threatened or pending complaint of a governmental body or any person requesting an order, decree or ruling of a court restraining order, enjoining the consummation of or rendering illegal any of the transactions contemplated by this Agreement or the other Plan Related Documents (provided, however, that the pendency of a motion for a stay pending appeal of the Confirmation Order that has not been granted shall not fall within the scope of this paragraph), and there shall not be in force any such order or decree (including, without limitation, any injunction or temporary restraining order granted pursuant to a complaint filed under the federal antitrust laws); provided, however, that nothing in this Agreement shall require the Debtors or the New Investors to seek a stay pending appeal of any such injunction, decree or order other than a temporary restraining order.

(e) Regulatory Approvals. The New Investors and the Debtors shall have received (i) all necessary or required regulatory approvals, consents and authorizations (including, without limitation, all approvals by all other federal, state and local regulatory authorities, which regulatory approvals, consents and authorizations have not been terminated or

withdrawn and which shall have become final and nonappealable or any period of objection by regulatory authorities shall have expired, as applicable, and (ii) all other material approvals, permits, authorizations, consents, licenses and agreements from other third parties that are necessary or appropriate to permit the transactions contemplated hereby and by the Plan and any Plan Related Documents, and to permit Reorganized Eurofresh and Reorganized EPL to carry on their business after the Closing Date in a manner consistent in all material respects with the manner in which such business was carried on prior to the Closing Date ((i) and (ii) collectively being the “Approvals”).

(f) Plan Related Documents. None of the Plan Related Documents shall have been modified in any material respect or withdrawn without the prior written consent of JB and the Designating IPISA Holders.

(g) Subordinated PIK Purchase Agreement. All conditions to the closing of the Subordinated PIK Purchase Agreement shall have been met to Bio Dynamics’s and the Designating IPISA Holders’ reasonable satisfaction, on terms and conditions that are consistent in all material respects with the Plan and this Agreement or are otherwise acceptable to Bio Dynamics and the Designating IPISA Holders.

(h) New Credit Financing Conditions. All conditions in the New Credit Facility to the closing of the New Credit Facility shall have been met to Bio Dynamics’s and the Designating IPISA Holders’ reasonable satisfaction, on terms and conditions that are consistent in all material respects with the Plan and this Agreement or are otherwise acceptable to Bio Dynamics and the Designating IPISA Holders.

The foregoing conditions contained in this Section 6.1 are intended solely for the benefit of the New Investors, JB and the IPISA Holders. JB and Bio Dynamics (as applicable) and the Designating IPISA Holders shall at all times have the right to waive any of such conditions. All approvals and waivers given by JB, Bio Dynamics and the Designating IPISA Holders under this Section 6.1 shall be in writing. The waiver by JB, Bio Dynamics and the Designating IPISA Holders of any condition shall not relieve any other Party of any liability or obligation with respect to any covenant or agreement set forth herein.

Section 6.2 Conditions Precedent to Debtors’ and Reorganized Debtors’ Obligations. The Closing and the obligations of the Debtors, Reorganized Eurofresh and Reorganized EPL hereunder, including, without limitation, Reorganized Eurofresh’s and Reorganized EPL’s obligations to proceed with the Reorganization, shall be subject to the satisfaction, in all material respects, as of the Closing Date, of each of the following conditions:

(a) Compliance by the New Investors. The representations and warranties made by the New Investors in this Agreement shall be true and accurate in all material respects on the date hereof and on and as of the Closing Date with same effect as though such representations and warranties had been given on and as of the Closing Date (unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) (it being understood that any representation or warranty qualified as to materiality or Material Adverse Effect shall be true and accurate in all respects). The New Investors shall have performed or complied in all material

respects with all of its covenants and other obligations under this Agreement and under the Plan Related Documents which are to be performed or complied with by them prior to or on the Closing Date.

(b) Proceedings Relating to the Chapter 11 Cases. A Confirmation Order and any other orders by the Bankruptcy Court necessary to confirm the Plan and approve this Agreement, any documents related hereto and the transactions contemplated hereby shall be entered, each of which order or orders shall not then be stayed by any court or Bankruptcy Rule 3020(e) and be reasonably acceptable in form and substance to EFI and its counsel.

(c) No Prohibition of Transaction. There shall not be in force any order, decree or ruling by any court or Governmental Authority having jurisdiction. or any threatened or pending complaint of a Governmental Authority or any person praying for an order, decree or ruling of a court restraining or enjoining the consummation of or rendering illegal any of the transactions contemplated by this Agreement or the other Plan Related Documents (provided, however, that the pendency of a motion for a stay pending appeal of the Confirmation Order that has not been granted shall not fall within the scope of this paragraph), and there shall not be in force any such order or decree (including, without limitation, any injunction or temporary restraining order granted pursuant to a complaint fled under the federal antitrust laws); provided, however, that nothing in this Agreement shall require the Debtors or the New Investors to seek a stay pending appeal of any such injunction, decree or order other than a temporary restraining order.

(d) Regulatory Approvals. The New Investors shall have received all Approvals, which Approvals shall have become final and nonappealable or any period of objection by regulatory authorities shall have expired, as applicable.

(e) Subordinated PIK Purchase Agreement. All conditions to the closing of the Subordinated PIK Purchase Agreement shall have been met to the Debtors' reasonable satisfaction, on terms and conditions that are consistent in all material respects with the Plan and this Agreement or are otherwise acceptable to the Debtors.

(f) New Credit Financing Conditions. All conditions in the New Credit Facility to the closing of the New Credit Facility shall have been met to the Debtors' reasonable satisfaction, on terms and conditions that are consistent in all material respects with the Plan and this Agreement or are otherwise acceptable to the Debtors.

The foregoing conditions contained in this Section 6.2 are intended solely for the benefit of the Debtors, Reorganized Eurofresh and Reorganized EPL. The Debtors, Reorganized Eurofresh and Reorganized EPL shall at all times have the right to waive any condition. All approvals and waivers given by the Debtors, Reorganized Eurofresh or Reorganized EPL under this Section 6.2 shall be in writing. The waiver by the Debtors, Reorganized Eurofresh or Reorganized EPL of any condition shall not relieve the New Investors of any liability or obligation of the New Investors with respect to any representation, warranty, covenant, or agreement set forth herein. The waiver of any condition shall not constitute a waiver of any other conditions contained herein.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF DEBTORS

As an inducement to the New Investors to enter into this Agreement and make the New Money Investment, the Debtors hereby represent and warrant to the New Investors, as follows:

Section 7.1 Existence; Compliance with Law. Each Debtor (a) is duly organized, validly existing and (to the extent such concept is applicable) in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged and (c) is duly qualified as a foreign corporation or other organization and (to the extent such concept is applicable) in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except, in the case of each of the foregoing clauses (a) through (c), to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 7.2 Power; Authorization; Enforceable Obligations. Each Debtor has the power and authority, and the legal right to make, deliver and perform the Plan Related Documents to which it is a party. Each Debtor has taken all necessary organizational action to authorize the execution, delivery and performance of the Plan Related Documents to which it is a party. Each Plan Related Document has been duly executed and delivered on behalf of each Debtor thereto. This Agreement constitutes, and each other Plan Related Document upon execution will constitute, a legal, valid and binding obligation of each Debtor thereto, enforceable against each such Debtor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 7.3 No Legal Bar. The execution, delivery and performance of this Agreement and the other Plan Related Documents will not materially violate any Legal Requirement or any Material Contract of any Debtor and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Legal Requirement or any such Material Contract.

Section 7.4 Capitalization. Immediately following the Closing, the only shares of Capital Stock of Reorganized Eurofresh which shall be issued and outstanding or reserved for issuance shall be (i) 10,000,000 million shares of New Common Stock, of which 1,000,000 shares shall be the Reserved Shares to be deposited in the Reserved Shares Trust; (ii) 750,000 shares of New Common Stock to be reserved for issuance under the MIP; and (iii) \$10,000,000 in aggregate amount of PIK Preferred Stock. Immediately following the Closing, the only shares of Capital Stock of Reorganized EPL which shall be issued and outstanding or reserved for issuance shall be 100 shares of common stock of a single class, 100% of which shall be held by Reorganized Eurofresh. Except for the New Common Stock (including the Reserved Shares and the shares reserved for issuance under the MIP) and the PIK Preferred Stock, immediately following the Closing, there shall not be any subscriptions, options, warrants, calls, rights, convertible securities

or other agreements or commitments of any character obligating Reorganized Eurofresh to issue, transfer or sell any of its securities, nor shall there be any rights to receive dividends or other distributions in respect of any such securities. Upon issuance in accordance with the terms of the New Common Stock and the PIK Preferred Stock, the New Common Stock and PIK Preferred Stock so issued shall be duly authorized, validly issued, fully paid and non-assessable. Immediately following the Closing, the only Indebtedness, other than the New Credit Facility and the Subordinated PIK Notes, of the Debtors shall be as set forth on Schedule 7.4. Immediately following the Closing, no Debtor shall be in default in any material respect under the terms of any such Indebtedness, nor shall any conditions or circumstances exist that would result in any such a default after the giving of any required notice and the expiration of any applicable grace period.

Section 7.5 Financial Condition. Except as set forth on Schedule 7.5:

(a) The audited consolidated balance sheets of EFI and its consolidated Subsidiaries as at December 31 of the most recently ended three (3) fiscal years of EFI ending prior to the Closing Date for which audited financial statements were delivered, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, reported on by and accompanied by an unqualified report by a nationally recognized accounting firm, present fairly in all material respects the consolidated financial condition of EFI and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of EFI and its consolidated Subsidiaries as at the end of the most recently ended fiscal quarter of EFI ending at least forty-five (45) days prior to the Closing Date for which unaudited financial statements were delivered, and the related unaudited consolidated statements of income and cash flows for the period ended on such fiscal quarter end, present fairly in all material respects the consolidated financial condition of EFI and its consolidated Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the period ended on such fiscal quarter end (subject to normal year end audit adjustments). All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein). As of the date of such financial statements, no Debtor has any material Guarantee Obligations, contingent liabilities and liabilities for taxes, or any long term leases or unusual forward or long term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph. During the period from December 31 of the year ending immediately prior to the year during which the Closing Date occurs to and including the date hereof there have been no sale, transfer, exchange or other disposition by any Debtor of any material part of the business or property of the Debtors, taken as a whole.

(b) Since December 31 of the most recently ended fiscal year of EFI prior to date hereof, except as described in the Disclosure Statement, there has been no development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Section 7.6 Title to Assets; Liens. The Debtors have title in fee simple to, or a valid leasehold interest in, all their material real property, taken as a whole, and good and marketable

title to, or a valid leasehold interest in, all their other material property, taken as a whole, and none of such property is subject to any Lien except Permitted Liens.

Section 7.7 No Default. Immediately following the Closing, no Debtor shall be in default under or with respect to any of its Material Contracts in any respect that would reasonably be expected to have a Material Adverse Effect.

Section 7.8 Consents. Subject to the Approvals, such filings and approvals as may be required under federal securities laws and applicable state securities or state “blue-sky” laws, the execution, delivery or performance of this Agreement by the Debtors, including the issuance of the Purchased Securities by Reorganized Eurofresh, will not require the consent of any third party or under any Material Contract or consent of, authorization by, exemption from, filing with, or notice to any Governmental Authority.

Section 7.9 Litigation. Except as disclosed in writing to the New Investors prior to the date hereof or as set forth on Schedule 7.9, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of EFI, threatened by or against any Debtor or against any of their respective properties or revenues (a) with respect to any of the Plan Related Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

Section 7.10 Compliance with Law. No Debtor is in violation of any applicable Legal Requirement, or in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, the violation of which, or a default with respect to which, would reasonably be expected to have a Material Adverse Effect.

Section 7.11 Taxes. Except as set forth on Schedule 7.11, each Debtor has filed or caused to be filed all Tax Returns that are required to be filed and has paid all Taxes shown to be due and payable on such Tax Returns or on any assessments made against it or any of its property and all other Taxes imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Debtor); no Lien for Taxes has been filed, and, to the knowledge of EFI, no claim is being asserted, with respect to any such Tax.

Section 7.12 No Registration. Assuming the accuracy of the representations and warranties and compliance with the covenants of the New Investors set forth in this Agreement and the Accredited Investor Questionnaire, no registration of the Purchased Securities under the Securities Act will be required for the purchase of the Purchased Securities by the New Investors in the manner contemplated by this Agreement.

Section 7.13 ERISA.

(a) Except as set forth on Schedule 7.13, with respect to its employees, EFI does not maintain or contribute to any ERISA Plans (as defined under Section 3(3) of ERISA). EFI has made available to the New Investors copies of all ERISA Plan documents, and the most recent IRS Form 5500 annual reports and determination letter or opinion letter received from the IRS with respect thereto.

(b) Each of the ERISA Plans that is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter from the IRS or is a prototype plan that is entitled to rely on an opinion letter from the IRS to the prototype plan sponsor regarding qualification of the form of the prototype plan. Except as set forth on Schedule 7.13, EFI has substantially performed all material obligations required to be performed by it under, is not in default or violation of, and has no knowledge of any default or violation by any other party to, the material terms of any ERISA Plan, and each ERISA Plan has been established and maintained substantially in accordance with its terms and in compliance with all Legal Requirements, including, without limitation, ERISA and the Code, except where any failure to perform, any default or violation, or any failure to comply has not had, nor reasonably could be expected to have, a Material Adverse Effect. Except as set forth on Schedule 7.13, there are no actions, suits or claims pending, or to EFI's knowledge threatened or reasonably anticipated (other than routine claims for benefits), against any ERISA Plan or against the assets of any ERISA Plan. Except as set forth on Schedule 7.13, there are no audits, inquiries or proceedings pending or to EFI's knowledge threatened by the IRS, the Department of Labor, or any other Governmental Authority with respect to any ERISA Plan. EFI has made accruals on its books and records for all contributions and other payments required by and due under the terms of each ERISA Plan.

(c) EFI has not maintained, established, sponsored, participated in, or contributed to any (i) Plan subject to Title IV of ERISA or (ii) "multiemployer plan" within the meaning of Section (3)(37) of ERISA.

(d) No ERISA Plan provides (except at no material cost to EFI), or reflects or represents any liability of EFI to provide, retiree life insurance, retiree health or other retiree employee welfare benefits to any person for any reason, except as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended or other applicable legal requirements.

Section 7.14 Investment Company Act. No Debtor is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 7.15 Labor Matters. Except as set forth in Schedule 7.15, or which, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Debtor pending or, to the knowledge of EFI, threatened; (b) hours worked by and payment made to employees of each Debtor have not been in violation of the Fair Labor Standards Act or any other applicable Legal Requirement dealing with such matters; and (c) all payments due from any Debtor on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Debtor.

Section 7.16 Solvency. EFI is and the Debtors, taken as a whole, after giving effect to the capital contributions, the incurrence of Indebtedness and other obligations and the discharge of all debt being discharged in connection herewith and with the Plan and the Plan Related Documents, will be Solvent.

Section 7.17 Contracts. Immediately following the Closing, each of the Material Contracts will be in full force and effect in all material respects and will constitute a legal, valid and binding obligation of the Debtor party thereto and, to EFI's knowledge, of the other parties thereto, except in each case where the failure to be in full force and effect or constitute a binding obligation would not reasonably be expected to result in a Material Adverse Effect.

Section 7.18 Permits.

(a) Schedule 7.18 sets forth all Permits held by any of the Debtors that are required for the ownership and operation of their assets and the conduct of their businesses in the manner in which they are currently owned and operated, except where the absence of such Permits would not, in the aggregate, reasonably be expected to result in a Material Adverse Effect. All Permits set forth on Schedule 7.18 are in full force and effect.

(b) Each Debtor is in compliance with all Permits set forth on Schedule 7.18 held by such Debtor, except where any such failure to comply would not, in the aggregate, reasonably be expected to result in a Material Adverse Effect, and no Debtor has received any written notification from any Governmental Authority alleging that it is in violation in any material respect of any such material Permits, except where any such violations would not, in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 7.19 Environmental Matters.

(a) EFI has made available to the New Investors copies of all material environmental site assessment reports in the possession of the Debtors that are not subject to a claim of legal privilege by a Debtor and that relate to environmental matters in connection with the ownership and operation by the Debtors of their assets and the conduct of their businesses in the manner in which they are currently owned and operated.

(b) Except as would not reasonably be expected to have a Material Adverse Effect:

(i) the Debtors have operated in compliance with all applicable Environmental Laws;

(ii) no Debtor has been served with notice of any Environmental Claims, actions, proceedings or investigations that are currently outstanding, and no Environmental Claims are pending or, to EFI's knowledge, threatened, against any Debtor by any Governmental Authority under any Environmental Laws;

(iii) there is no site to which a Debtor has transported or arranged for the transport of Hazardous Materials associated with any Debtor which, to EFI's knowledge, is the subject of any environmental action that would reasonably be expected to result in an Environmental Claim; and

(iv) there has been no release of any Hazardous Material at or from the site of any Debtor's operations that would reasonably be expected to result in an Environmental Claim.

Section 7.20 Transaction Fees. Other than Alvarez & Marsal Securities LLC and Alvarez & Marsal Restructuring LLC, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Debtors who is entitled to any fee or commission from the Debtors in connection with the transactions contemplated by this Agreement.

Section 7.21 Full Disclosure. Neither (i) the Disclosure Statement as initially filed by the Debtors in the Chapter 11 Cases, as of the date thereof, nor (ii) any further or amended Disclosure Statement, as of the date filed with the Bankruptcy Court, nor (iii) the final Disclosure Statement in the form distributed to creditors of the Debtors in connection with final approval of the Plan, as of the date so distributed and as of the Closing Date, nor (iv) this Agreement nor any document contemplated hereby or by the Disclosure Statement or furnished by or on behalf of the Debtors to the New Investors in connection with the negotiation and the sale of the New Money Investment or the Reorganization, nor (v) any filing or application made with any state or federal regulatory authority relating to the Reorganization, as of the date filed and as of the Closing Date:

(a) shall contain any untrue statement of a material fact or shall omit to state any material fact necessary to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading; or

(b) to the extent applicable, shall fail to comply with the requirements of Section 1125(e) of the Bankruptcy Code.

Section 7.22 Offering Prohibitions. The Debtors have not distributed and will not distribute prior to the Closing Date any offering materials in connection with the offering and sale of the Purchased Securities other than that contained in the Plan and the Disclosure Statement. Neither the Debtors nor any person acting on their behalf or at their direction has in the past or will in the future take any action to sell, offer for sale or solicit offers to buy any securities of the Debtors which would bring the offer or sale of the Purchased Securities as contemplated by this Agreement within the provisions of Section 5 of the Securities Act. Neither the Debtors, nor, nor any person acting on their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with the sale of the Purchased Securities.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF THE NEW INVESTORS

As an inducement to the Debtors to enter into this Agreement, each New Investor (and JB solely with respect to the last sentence of Section 8.7) hereby represents and warrants to the Debtors, for itself only and not for any other New Investor, as follows:

Section 8.1 Existence. Such New Investor is duly organized, validly existing and (to the extent such concept is applicable) in good standing under the laws of the jurisdiction of its organization.

Section 8.2 Power; Authorization; Enforceable Obligations. The New Investor has the power and authority, and the legal right to make, deliver and perform this Agreement and the Plan

Related Documents to which it is a party. The New Investor has taken all necessary organizational action to authorize the execution, delivery and performance of this Agreement and the Plan Related Documents to which it is a party. This Agreement and each Plan Related Document to which the New Investor is a party has been duly executed and delivered by the New Investor. This Agreement constitutes, and each other Plan Related Document to which the New Investor is a party, upon execution, will constitute, a legal, valid and binding obligation of the New Investor, enforceable against the New Investor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 8.3 No Legal Bar. The execution, delivery and performance of this Agreement and the other Plan Related Documents will not violate any Legal Requirement applicable to the New Investor.

Section 8.4 Investment Representations. The New Investor (i) understands that the Capital Stock, including the Purchased Securities, of Reorganized Eurofresh have not been registered under the Securities Act or under any state securities laws and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, and (ii) understands that it may not resell the Capital Stock, including the Purchased Securities, of Reorganized Eurofresh except pursuant to an effective registration statement under, or an exemption from, the Securities Act.

Section 8.5 Accredited Investor. The New Investor's representations and warranties in the Accredited Investor Questionnaire are true and correct in all respects and such New Investor is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act.

Section 8.6 Arm's Length. The New Investor acknowledges and agrees that the Debtors are acting solely in the capacity of an arm's length contractual counterparty to the New Investor with respect to the transactions contemplated hereby. Additionally, the New Investor is not relying on the Debtors for any legal, tax, investment, accounting or regulatory advice, except for representations and warranties specifically included in this Agreement.

Section 8.7 Available Funds. Each New Investor, on the Closing Date, will have available to it funds in amounts sufficient to pay its portion of the New Money Investment and to effect the transactions contemplated hereby. In addition, JB hereby represents and warrants that Bio Dynamics will have, on the Closing Date, funds in amounts sufficient to pay its portion of the New Money Investment and to effect the transactions contemplated hereby and Bio Dynamics does not have any other funding obligations that would prevent it from performing its obligations under this Agreement.

Section 8.8 No Broker's Fees. The New Investor is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a claim against the Debtors, Reorganized Eurofresh or Reorganized EPL for a brokerage commission, finder's fee or like payment in connection with the transactions contemplated hereby.

Section 8.9 Adequate Information. Each New Investor agrees that it has obtained adequate information regarding the Reorganization and the Purchased Securities and that the Debtors, Reorganized Eurofresh and Reorganized EPL have provided all material, relevant information that the New Investor has requested in advance of executing this Agreement.

ARTICLE 9

TERMINATION

Section 9.1 Termination of Agreement. Except for representations and warranties and obligations pursuant to Section 10.7, Section 10.10, Section 10.11, Section 10.14 and Section 10.15, all obligations hereunder shall automatically terminate upon the occurrence of any Agreement Termination Event, unless the occurrence of such Agreement Termination Event is waived by the Designating IPSA Holders and JB in accordance with Section 10.5 hereof. If any Agreement Termination Event occurs (and has not been waived in accordance with this Agreement) at a time when Bankruptcy Court permission shall be required for the IPSA Holders or JB to change or withdraw (or cause to be changed or withdrawn) its vote in favor of the Plan, no Party to this Agreement shall oppose any attempt by the IPSA Holders or JB to change or withdraw (or cause to be changed or withdrawn) such vote. The Designating IPSA Holders and JB may terminate this Agreement in the event of material breach hereof by the Debtors, which breach remains uncured for a period of thirty (30) days after written notice thereof from the New Investors to EFI. EFI may terminate this Agreement in the event of material breach hereof by the IPSA Holders and JB, taken as a whole, which breach remains uncured for a period of thirty (30) days after written notice thereof from EFI to the New Investors.

Section 9.2 Agreement Termination Event. An “Agreement Termination Event” shall mean any of the following:

- (a) The Plan shall not have been confirmed by August 31, 2009, or by such later dates as is agreed to in writing by the Designating IPSA Holders and JB, but not later than December 31, 2009;
- (b) The Debtors shall file or support confirmation or fail to actively oppose confirmation of a plan of reorganization embodying terms materially different from those contemplated by the Plan;
- (c) The termination of this Agreement pursuant to Section 4.12, 4.13 or 4.14 hereof;
- (d) The Bankruptcy Court shall have entered an order pursuant to Section 1104 of the Bankruptcy Code appointing a trustee or an examiner with expanded powers to operate and manage the business of any Debtor;
- (e) The Bankruptcy Court shall have entered an order dismissing any of the Chapter 11 Cases or an order pursuant to Section 1112 of the Bankruptcy Code converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code;

(f) An injunction, judgment, order, decree, ruling or charge shall have been entered which prevents consummation of the Reorganization and remains in effect after December 31, 2009;

(g) There is a mutual written agreement to terminate this Agreement by the Debtors, the Designating IPSA Holders and JB; or

(h) The Bankruptcy Court grants relief that is inconsistent with the Plan and materially adverse to the New Investors, including, without limitation, the termination, annulment, or modification of the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any material assets of any Debtor.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Assignability. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective permitted successors and assigns. This Agreement is not assignable by any Party, by operation of law or otherwise without the prior written consent of all Parties. Any assignment or attempted assignment of all or any portion of this Agreement which is not expressly permitted hereby shall be null and void and of no force or effect.

Section 10.2 Notices. Any notice by a Party to another Party or Parties hereunder shall be deemed sufficiently given if in writing either served by personal delivery or sent by overnight courier guaranteeing next-day delivery or by facsimile, addressed (until further written notice of change of address), if to the Debtors, to:

Eurofresh, Inc.
26050 South Eurofresh Avenue
Willcox, Arizona 85643
Attn: Dwight L. Ferguson, CEO
Telephone: (520) 384-4621, ext. 8110
Facsimile: (520) 384-2010

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

Squire, Sanders & Dempsey L.L.P.
Two Renaissance Square
40 N. Central Avenue, Suite 2700
Phoenix, Arizona 85004
Attn: Craig D. Hansen, Esq. and Christopher D. Johnson, Esq.
Telephone: (602) 528-4000
Fax: (602) 253-8129

and, if to the IPSA Holders, to each of:

Credit Suisse Alternative Investments

13th Floor
11 Madison Avenue
New York, New York 10010
Attn: Louis Farano and John Ladigoski
Telephone: (212) 538-0545
Facsimile: (212) 538-7460

Apollo Investment Management
37th Floor
9 West 57th Street
New York, New York 10019
Attn: Gerald J. Girardi
Telephone: (212) 822-0607
Facsimile: (646) 417-6653

J.P. Morgan Investment Management Inc.
8044 Montgomery Road Suite 555
Cincinnati, Ohio 45236
Attn: Matthew T. Kline
Telephone: (513) 985-3200
Facsimile: (513) 985-3217

Scoggin Capital Management
660 Madison Avenue, 20th Floor
New York, New York 10021
Attn: Dev Chodry
Telephone: (212) 754-6026
Facsimile: (212) 355-7479

Barclays Bank PLC
1620 26th Street, Suite 2000N
Santa Monica, California 90404
Attn: Holly Kim
Telephone: (310) 907-0453
Facsimile: (310) 828-5747

with a copy (which shall not constitute notice) to counsel for the Committee, c/o

Stutman, Treister & Glatt
1901 Avenue of the Stars, 12th Floor
Los Angeles, California 90067
Attn: Isaac Pachulski and Eve Karasik
Telephone: (310) 228-5600
Facsimile: (310) 228-5788

and

Lewis and Roca, LLP
40 North Central Avenue
Suite 1900
Phoenix, Arizona 85004
Attn: Thomas J. Morgan
Telephone: (602) 262-5311
Facsimile: (602) 262-5747

and, if to JB or to Bio Dynamics, to:

Johan van den Berg
Klinkaardstraat 221
2950 Kapellen
Belgium
Telephone:
Facsimile:

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

DLA Piper
2525 East Camelback Road
Suite 1000
Phoenix, Arizona 85016
Attn: Steven D. Pidgeon
Telephone: (480) 606-5100
Facsimile: (480) 606-5101

and, if to an Additional Participant, to such Additional Participant's notice information as set forth in such Additional Participant's Joinder Agreement.

Notice given by personal delivery shall be effective upon delivery. Notice transmitted by overnight courier guaranteeing next-day delivery shall be effective on the Business Day following timely delivery to such courier. Notice transmitted by facsimile shall be effective when receipt is acknowledged.

Section 10.3 Survival. Notwithstanding the termination of this Agreement, the agreements, representations and warranties and obligations of the Parties in Section 10.7, Section 10.10, Section 10.11, Section 10.14, and Section 10.15 shall survive such termination and shall continue in full force and effect for the benefit of the New Investors in accordance with the terms hereof.

Section 10.4 Further Assurances. Following the Closing, the Parties shall take such actions and execute and deliver such instruments as may be reasonably requested (at the expense

of the requesting Party) to further perfect, evidence or consummate the transactions contemplated by this Agreement and the Plan Related Documents.

Section 10.5 Waiver. A waiver on the part of any of the Parties hereto of any term, provision or condition of this Agreement or breach thereof shall not constitute a precedent, nor bind any Party hereto to a waiver of any other term, provision or condition of this Agreement or any other or succeeding breach of the same or any other term, provision or condition thereof.

Section 10.6 Amendments. This Agreement shall not be modified, amended or otherwise changed without the written agreement of EFI, JB and the Designating IPSA Holders.

Section 10.7 Severability. The invalidity or unenforceability at any time of any provision hereof shall not affect or diminish in any way the continuing validity and enforceability of the remaining provisions hereof.

Section 10.8 No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third party beneficiary hereof.

Section 10.9 Consideration. It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the IPSA Holders or JB for its agreement to support the Reorganization in accordance with the terms and conditions of this Agreement, other than the Debtors' agreement to pursue the Reorganization and file, pursue confirmation of, and implement the Plan in accordance with the terms and conditions of this Agreement, which the Debtors, the IPSA Holders and JB acknowledge is fair and sufficient consideration to support their respective agreements hereunder.

Section 10.10 Applicable Law; Disputes. This Agreement shall be governed by the laws of the State of Arizona (without reference to the provisions thereof relating to conflicts of laws) and applicable federal bankruptcy law and any questions arising hereunder shall be construed or determined in accordance with such laws. The Parties hereby agree to retain jurisdiction in the Bankruptcy Court with respect to any disputes or issues arising under this Agreement. In any action or proceeding to enforce or interpret this Agreement, the party prevailing in such action or proceeding shall be entitled to recover the costs incurred in connection with the investigation and prosecution of such action or proceeding.

Section 10.11 Reservation of Rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of the IPSA Holders, JB or the New Investors to protect and preserve their rights, remedies and interests, including, without limitation, their claims against the Debtors. Nothing herein shall be deemed an admission of any kind. If the transactions contemplated herein are not consummated, or this Agreement is terminated for any reason, the Parties hereto fully reserve any and all of their rights. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce or interpret its terms.

Section 10.12 Headings. The table of contents and the headings at the beginning of the articles, sections and subsections of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

Section 10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.14 Entire Agreement. This Agreement (including all attachments hereto and the Plan and the attachments thereto) contains the entire understanding between the Parties relating to its subject matter and supersedes all prior agreements understandings, representations and statements, oral or written.

Section 10.15 Costs and Professional Fees. Reorganized Eurofresh shall (i) reimburse JB, Bio Dynamics and the IPSA Holders for all reasonable legal fees and costs incurred by or on behalf of JB, Bio Dynamics and the IPSA Holders in connection with the Reorganization and (ii) pay all reasonable fees and expenses of the Senior Note Indenture Trustee. The Debtors, Reorganized Eurofresh and Reorganized EPL shall, if necessary, support a motion of the Senior Note Indenture Trustee for approval and payment of such fees, costs and expenses pursuant to Section 503(b) of the Bankruptcy Code.

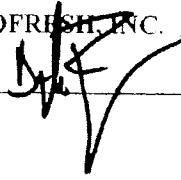
Section 10.16 Time Is of the Essence. Time is of the essence of this Agreement.

Section 10.17 Effectiveness. This Agreement shall be effective immediately upon execution by the IPSA Holders, Bio Dynamics, JB and the Debtors.

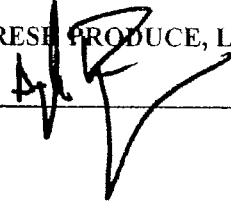
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IN WITNESS WHEREOF, the Parties have caused this Investment and Plan Support Agreement to be executed as of the date first above written.

EUROFRESH, INC.

By: 
Name: _____
Title:

EUROFRESH PRODUCE, LTD

By: 
Name: _____
Title:

IPSA HOLDERS:

Apollo Investment Corporation

By: Apollo Investment Management, L.P., as Advisor

By: ACC Management, LLC, as its General Partner

By: _____

Name:

Title:

J.P. Morgan Investment Management Inc., as discretionary
investment manager for Noteholders who are clients of its
Cincinnati High Yield Group

By: _____

Name:

Title:

IPSA HOLDERS:

Apollo Investment Corporation

By: Apollo Investment Management, L.P., as Advisor

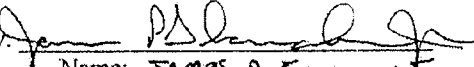
By: ACC Management, LLC, as its General Partner

By: _____

Name:

Title:

J.P. Morgan Investment Management Inc., as discretionary investment manager for Noteholders who are clients of its Cincinnati High Yield Group

By:  _____

Name: JAMES P. SHANAHAN JR.

Title: MANAGING DIRECTOR

IPSA HOLDERS (cont.):

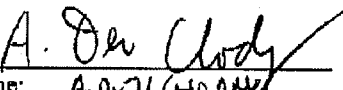
Scoggin Capital Management, LP II
By: S&E Partners LP Its: General Partner
By: Scoggin Inc. Its: General Partner

By: 
Name: CRAIG EFFRON
Title:

Scoggin International Fund Ltd.
By: Scoggin LLC Its: Investment Manager

By: 
Name: CRAIG EFFRON
Title:

Scoggin Worldwide Fund Ltd.
By: Old Bellows Partners LP Its: Investment Manager
By: Old Bell Associates Its: General Partner

By: 
Name: A. DEV. CLODY
Title: MANAGING MEMBER

Barclays Bank Plc

By: _____
Name:
Title:

IPSA HOLDERS (cont.):

Scoggin Capital Management, LP II
By: S&E Partners LP Its: General Partner
By: Scoggin Inc. Its: General Partner

By: _____
Name:
Title:

Scoggin International Fund Ltd.
By: Scoggin LLC Its: Investment Manager

By: _____
Name:
Title:

Scoggin Worldwide Fund Ltd.
By: Old Bellows Partners LP Its: Investment Manager
By: Old Bell Associates Its: General Partner

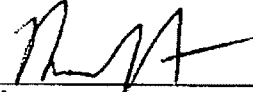
By: _____
Name:
Title:

Barclays Bank PLC

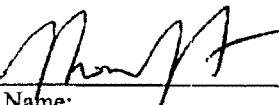
By: Roderick Bryce
Name: RODERICK BRUCE
Title: ASSOCIATE DIRECTOR

IPSA HOLDERS (cont.):


CSAM Funding I

By: 
Name:
Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY


CSAM Funding II

By: 
Name:
Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY


CSAM Funding III

By: 
Name:
Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

CSAM Funding IV

By: 
Name:
Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

Atrium CDO

By: 
Name:
Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

IPSA HOLDERS (cont.):

Atrium II

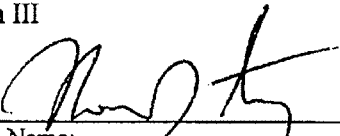
By: 

Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

Atrium III

By: 

Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

Atrium IV

By: 

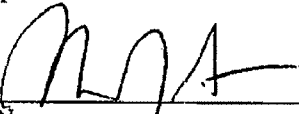
Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

Atrium V

By: Credit Suisse Alternative Capital, Inc., as collateral manager

By: 

Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

IPSA HOLDERS (cont.):

Credit Suisse Syndicated Loan Fund

By: Credit Suisse Alternative Capital, Inc. as Agent
(Subadvisor) for Credit Suisse Asset Management
(Australia) Limited, the Responsible Entity for Credit
Suisse Syndicated Loan Fund

By: 

Name:

Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

Credit Suisse High Yield Fund

By: Credit Suisse Alternative Capital, Inc. as Agent
(Subadvisor) for Credit Suisse Asset Management
(Australia) Limited, the Responsible Entity for Credit
Suisse High Yield Fund

By: 

Name:

Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

Policemen and Firemen Retirement System of the City of
Detroit

By: Credit Suisse Alternative Capital, Inc. as subadvisor

By: 

Name:

Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

Castle Garden Funding

By: 

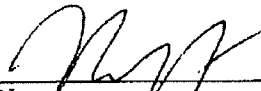
Name:

Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

IPSA HOLDERS (cont.):

Madison Park Funding II, Ltd.

By: Credit Suisse Alternative Capital, Inc., as collateral manager

By:  _____

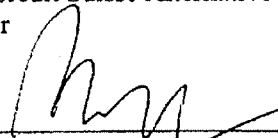
Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

Madison Park Funding III, Ltd.

By: Credit Suisse Alternative Capital, Inc., as collateral manager

By:  _____

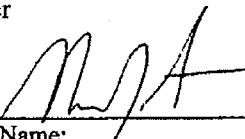
Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

Madison Park Funding V, Ltd.

By: Credit Suisse Alternative Capital, Inc., as collateral manager

By:  _____

Name:

Title:

THOMAS FLANNERY
AUTHORIZED SIGNATORY

JOHAN VAN DEN BERG, an individual

BIO DYNAMICS B.V./S.a.r.L.

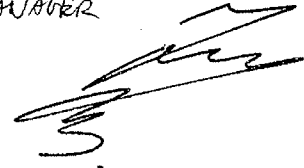
By: _____

Name: *Frank Walenta*

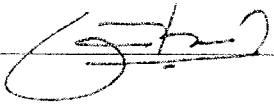
Barf Zech

Title: *MANAGER*

MANAGER



JOHAN VAN DEN BERG, an individual



BIO DYNAMICS B.V./S.a.r.L.

By: _____

Name:

Title:

APPENDIX A

IPSA Holders

Barclays Bank PLC
Scoggin Capital Management
JP Morgan Investment Management
Credit Suisse Alternative Capital, Inc.
Apollo Investment Corporation

APPENDIX B

The Initial Investing Noteholders and Initial Percentages

Initial Investing Noteholders

Initial Percentage

Barclays Bank PLC	46.4%
Scoggin Capital Management	19.0%
JP Morgan Investment Management	24.2%
Credit Suisse Alternative Capital, Inc.	10.4%

APPENDIX C

Plan Supplement Documents

Reorganized Eurofresh Charter
Reorganized Eurofresh Bylaws
Reorganized EPL Charter
Reorganized EPL Bylaws
MIP
Certificate of Designations relating to PIK Preferred Stock
Subordinated PIK Purchase Agreement
Form of Subordinated PIK Note
Shareholder Voting Agreement

APPENDIX D

Legend

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITIES OR THE SECURITIES ARE SOLD AND TRANSFERRED IN A TRANSACTION THAT IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.”

EXHIBIT A

Debtors' Joint Plan & Reorganization

Attached

EXHIBIT B

Form of Accredited Investor Questionnaire

Full name of prospective investor (to appear on certificates of securities):

*If the prospective investor is an entity, please list below the person or persons that will possess voting and investment control over the securities held by the prospective investor, as well as the relationship of such person(s) with the prospective investor (*e.g.*, trustee, manager, investment advisor). If the entity is a trust, please state whether the trust is revocable or irrevocable.

Street Address:

City, State, Zip Code:

Phone Number:

Fax Number:

E-mail address:

Check the box or boxes below, which are next to the categories, under which the prospective investor qualifies as an accredited investor. *You must check at least one box below in order to complete this questionnaire.*

FOR INDIVIDUALS:

- A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million. For purposes of this item, “net worth” means the excess of total assets at fair market value, including home, home furnishings and automobiles (and including property owned by a spouse), over total liabilities.
- A natural person with individual income (without including any income of the prospective investor’s spouse) in excess of \$200,000 in each of the two most recent years, or joint income (with spouse) in excess of \$300,000 in each of the two most recent years, and who reasonably expects to reach the same income level in the current year.
- A director or executive officer of the Company.

FOR ENTITIES:

- An entity in which all of the equity owners are accredited investors as defined in Rule 501(a) as promulgated under the Securities Act of 1933.
- A corporation, partnership, business trust, limited liability company, Section 501(c)(3) organization or other entity with total assets in excess of \$5 million that was not formed for the specific purpose of investing in the Company.
- A trust with total assets in excess of \$5 million, which was not formed for the specific purpose of investing in the Company, whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.
- A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, or a bank or savings and loan association as defined in Section 3(a) of the Securities Act of 1933, which acting in an individual or fiduciary capacity.
- An insurance company as defined in Section 2(13) of the Securities Act of 1933.
- An investment company registered in the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act not formed for the specific purpose of investing in the Company.
- A Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958.

- A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, which plan has total assets in excess of \$5 million.
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and (A) either (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is a bank, savings and loan association, insurance company or registered investment advisor, or (ii) the employee benefit plan has total assets in excess of \$5 million; or (B), if the plan is self-directed, investment decisions are made solely by persons that are accredited investors.
- A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

REPRESENTATIONS:

The undersigned understands that the Company will be relying on the accuracy and completeness of the responses to the foregoing questions and represents and warrants to the Company as follows:

- (a) The answers to the above questions are complete and correct and may be relied upon by the Company in determining whether the offering in connection with which the undersigned has executed this questionnaire is exempt from registration under the Securities Act of 1933, as amended, pursuant to rules promulgated by the Securities and Exchange Commission thereunder or otherwise; and
- (b) The undersigned will notify the Company immediately of any material change in any statement made herein that occurs prior to acceptance of the subscription for the securities.

EXECUTION:

This undersigned acknowledges as follows:

- (a) This Accredited Investor Questionnaire does not constitute an offer of the Company's securities, but is merely a request for information; and
- (b) Any investment in the Company's securities will not be accepted by the Company until the Company determines that the prospective investor has satisfied the necessary standards to qualify as an accredited investor.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

If the prospective investor is a **CORPORATION**, complete the following:

The undersigned hereby represents, warrants and covenants that the undersigned has been duly authorized by all requisite action on the part of the corporation listed below (the "Corporation") to acquire the securities issued by Eurofresh, Inc. (the "Securities"), that the Corporation has all requisite authority to acquire such Securities, and that the Corporation was not formed for the purposes of acquiring such Securities.

The officer signing below represents and warrants that each of the above representations or agreements or understandings set forth herein has been made by the Corporation and that he or she has authority under the Articles or Certificate of Incorporation, bylaws, and resolutions of the Board of Directors of such Corporation to execute this Accredited Investor Questionnaire on behalf of the Corporation.

Name of Corporation (Please type or print)

By: _____

Name: _____

Title: _____

Date: _____, 2009

[CORPORATION Signature Page to Accredited Investor Questionnaire]

If the prospective investor is a **LIMITED LIABILITY COMPANY**, complete the following:

The undersigned hereby represents, warrants and covenants that the undersigned has been duly authorized by the Company named below (the "Company") to acquire the securities issued by Eurofresh, Inc. (the "Securities"), the Company has all requisite authority to acquire such Securities, and that the Company was not formed for the purposes of acquiring such Securities.

The undersigned represents and warrants that each of the above representations or agreements or understandings set forth herein has been made by the Company and he or she is authorized by such Company to execute this Accredited Investor Questionnaire.

Name of Company (Please type or print)

By: _____

Name: _____

Title: _____

Date: _____, 2009

[LIMITED LIABILITY COMPANY Signature Page to Accredited Investor
Questionnaire]

If the prospective investor is a **PARTNERSHIP**, complete the following:

The undersigned hereby represents, warrants and covenants that the undersigned is a general partner of the Partnership named below (the "Partnership"), has been duly authorized by the Partnership to acquire the securities issued by Eurofresh, Inc. (the "Securities"), the Partnership has all requisite authority to acquire such Securities, and that the Partnership was not formed for the purposes of acquiring such Securities.

The undersigned represents and warrants that each of the above representations or agreements or understandings set forth herein has been made by the Partnership and he or she is authorized by such Partnership to execute this Accredited Investor Questionnaire.

Name of Partnership (Please type or print)

By: _____

Name: _____

Title: _____

Date: _____, 2009

[PARTNERSHIP Signature Page to Accredited Investor Questionnaire]

If the prospective investor is a **TRUST**, complete the following:

The undersigned hereby represents, warrants and covenants that he or she is duly authorized by the terms of the trust instrument ("Trust Instrument") governing the trust ("Trust") set forth below to acquire the securities issued by Eurofresh, Inc. (the "Securities") and that the undersigned, as trustee or authorized signatory, has all requisite authority to acquire such Securities for the Trust.

The undersigned, as trustee, executing this Accredited Investor Questionnaire on behalf of the Trust, represents and warrants that each of the above representations or agreements or understandings set forth herein has been made by the Trust and he or she is authorized by such Trust to execute this Accredited Investor Questionnaire.

Name of Trust (Please type or print)

By: _____

Name: _____

Title: _____

Date: _____, 2009

[TRUST Signature Page to Accredited Investor Questionnaire]

If the prospective investor is a **FUND, PLAN OR OTHER FORM OF ENTITY NOT PREVIOUSLY LISTED**, complete the following:

The undersigned hereby represents, warrants and covenants that he or she is duly authorized by the terms of the applicable instrument(s) ("Governing Instruments") governing the fund, plan or other entity ("Entity") set forth below to acquire the securities issued by Eurofresh, Inc. (the "Securities") and that the undersigned, acting in its capacity as the duly authorized signatory for the Entity ("Authorized Signatory"), has all requisite authority to acquire such Securities for the Entity.

The undersigned, as Authorized Signatory, executing this Accredited Investor Questionnaire on behalf of the Entity, represents and warrants that each of the above representations or agreements or understandings set forth herein has been made by the Entity and he or she is authorized by such Entity to execute this Accredited Investor Questionnaire.

Name of Entity (Please type or print)

By: _____

Name: _____

Title: _____

Date: _____, 2009

[FUND, PLAN OR OTHER ENTITY Signature Page to Accredited Investor Questionnaire]

EXHIBIT C

Form of Joinder Agreement

THIS JOINDER AGREEMENT dated as of _____, 2009 (this "Agreement") is by and between _____, a _____ (the "Additional Participant"), Eurofresh, Inc., a Delaware corporation ("EFI"), Eurofresh Produce, Ltd., a Delaware corporation and wholly-owned subsidiary of EFI ("EPL" and, together with EFI, the "Debtors"), Johan van den Berg ("JB"), Bio Dynamics B.V./S.a.r.L., a Luxembourg company ("Bio Dynamics") and the IPSA Holders identified on Appendix A to the Investment Agreement (the "IPSA Holders").

WITNESSETH:

WHEREAS, the Debtors, the IPSA Holders, Bio Dynamics and JB have entered into an Investment and Plan Support Agreement, dated as of June 12, 2009 (as modified from time to time, including by the execution of any Joinder Agreements, the "Investment Agreement"), pursuant to which the Debtors, the IPSA Holders and JB have agreed, on the terms and conditions set forth therein, to undertake a comprehensive financial restructuring and recapitalization of the Debtors in accordance with the Investment Agreement and pursuant to a joint plan of reorganization (the "Plan") filed with the Bankruptcy Court; and

WHEREAS, pursuant to the Investment Agreement, the IPSA Holders and JB have agreed to support the Plan so long as the Plan contains terms and conditions effectuating the Reorganization which substantially conform in all respects to the Investment Agreement and subject to the other terms and conditions thereof; and

WHEREAS, pursuant to the Investment Agreement, the IPSA Holders identified on Appendix B to the Investment Agreement (the "Investing Noteholders") and Bio Dynamics have agreed to invest \$12,500,000 in Reorganized Eurofresh, with the Investing Noteholders contributing \$6,250,000 of the New Money Investment and Bio Dynamics contributing \$6,250,000 of the New Money Investment; and

WHEREAS, the Additional Participant is a holder of the 11½ % Senior Notes Due 2013 (the "Senior Notes") issued by EFI; and

WHEREAS, pursuant to Section 3.4 of the Investment Agreement, beneficial holders of the Senior Notes may participate in the Investing Noteholder Investment on the terms and conditions set forth in the Investment Agreement by executing this Joinder Agreement and satisfying the other conditions precedent set forth in Section 3.4 of the Investment Agreement; and

WHEREAS, the Additional Participant desires to participate in the Investing Noteholder Investment on the terms and conditions set forth herein and in the Investment Agreement and to be considered an "Investing Noteholder" (as that term is defined in the Investment Agreement) for all purposes under the Investment Agreement other than Article 2 thereof.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. The Additional Participant hereby acknowledges and agrees that it has received, reviewed and approved copies of, and is familiar with, the executed Investment Agreement and the other Plan Related Documents (as defined in the Investment Agreement) and all other agreements, instruments, certificates and other documents furnished by or on behalf of the Debtors, the IPSA Holders, Bio Dynamics and JB in connection therewith, as all of the foregoing have been amended or modified from time to time, including any agreements or instruments in replacement thereof (the "Investment Documents"), that it has received and reviewed all other information and other agreements and documents that it has deemed appropriate and necessary in order to decide to enter into this Agreement, that it has determined that it is in its interest and to its benefit to enter into the transactions contemplated hereby and by the Investment Documents, and that it hereby unconditionally: (a) joins the Investment Agreement as an "Investing Noteholder" thereunder, (b) agrees to be, and is, bound by the Investment Agreement, other than Article 2 thereof, as if it were one of the original signatories thereto, (c) ratifies and confirms all obligations, covenants, agreements, representations, warranties, consents, waivers, submissions, appointments, acknowledgments and other terms and provisions attributable to an "Investing Noteholder" under the Investment Agreement, other than Article 2 thereof, (d) ratifies and confirms all actions taken by the Debtors, the IPSA Holders, Bio Dynamics and JB in the exercise of their respective rights, duties and obligations under the Investment Agreement from the date of the Investment Agreement to the date of this Agreement and (e) agrees to pay and perform all obligations when and as required of it as an "Investing Noteholder" under the Investment Agreement, other than Article 2 thereof.

2. The Additional Participant's Initial Percentage (as defined in the Investment Agreement) of the Investing Noteholder Investment shall be []%, and Appendix B to the Investment Agreement shall be amended and modified to reflect such Initial Percentage.

3. The Additional Participant hereby represents and warrants that the representations and warranties with respect to it (as a party joined pursuant to this Agreement) contained, or made or deemed made by it, in the Investment Agreement, after giving effect to Paragraph 1 above, are true and correct on and as of the date hereof.

4. The Additional Participant agrees to execute and deliver such resolutions, consents and/or such other documents requested by the Debtors, the IPSA Holders, Bio Dynamics or JB as may be necessary or desirable in order to give effect to the transactions contemplated hereby.

5. The Additional Participant's notice information for purposes of Section 10.2 of the Investment Agreement shall be:

Attn: _____
Telephone: (____) ____-____
Facsimile: (____) ____-____

6. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

7. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Investment Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the day and year first set forth above.

[] a
[]

By: _____

Name:

Title: