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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): April 5, 2011

DIAMOND FOODS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**000-51439**	**20-2556965**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

600 Montgomery Street, 17th Floor San Francisco, California	**94111**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(415) 445-7444**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

☑ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☑ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01. Entry into a Material Definitive Agreement.

Acquisition of Pringles Snack Business

On April 5, 2011, Diamond Foods, Inc. (“ ***Diamond*** ”), The Procter & Gamble Company (“ ***P&G*** ”), The Wimble Company, a wholly owned subsidiary of P&G (“ ***Spinco*** ”), and Wimbledon Acquisition LLC, a wholly owned subsidiary of Diamond (“ ***Merger Sub*** ”), entered into a Transaction Agreement (the “ ***Transaction Agreement*** ”) to merge the Pringles snack business (“ ***Pringles*** ”) into Diamond in a reverse Morris Trust transaction valued at approximately $2.35 billion, including the assumption of approximately $850 million of Pringles debt, subject to the adjustment described below (the “ ***Assumed Debt*** ”).

Pursuant to the Transaction Agreement, Spinco will merge with and into Merger Sub, with Merger Sub continuing as the surviving entity and a wholly owned subsidiary of Diamond (the “ ***Merger*** ”), and P&G will, among other things, (1) prior to the Merger, distribute to eligible holders of P&G common shares all of the outstanding shares of Spinco common stock, either, in P&G’s sole discretion, through a pro-rata dividend or an exchange offer, or a combination thereof, and (2) receive cash from Spinco in an amount equal to the Assumed Debt.

The amount of the Assumed Debt is subject to adjustment depending on Diamond’s volume-weighted average trading price during the five trading days ending two clear trading days prior to the date of the commencement of the exchange offer or the distribution of shares of Spinco common stock, as applicable (the “ ***Collar Average Price*** ”). The amount of the Assumed Debt could increase by up to $200 million or decrease by up to $150 million depending on whether the Collar Average Price is below or above $51.47.

In connection with the Transaction Agreement, on April 5, 2011, Diamond, P&G and Spinco entered into a Separation Agreement (the “ ***Separation Agreement*** ”), pursuant to which P&G will, among other things, transfer Pringles to Spinco and Spinco will assume from P&G certain liabilities associated with Pringles.

Upon consummation of the transactions contemplated by the Transaction Agreement and the Separation Agreement (collectively, the “ ***Agreements*** ”), Spinco common stock will be automatically converted into a total of 29,143,190 shares of Diamond common stock, which will result in the then-existing stockholders of Diamond holding approximately 43% of Diamond’s outstanding shares of common stock following the Merger and the shareholders of P&G holding approximately 57% of Diamond’s outstanding shares of common stock following the Merger.

Consummation of the transactions contemplated by the Agreements is subject to customary closing conditions for a transaction such as the Merger, including approval by Diamond’s stockholders of the issuance of Diamond common shares in the Merger, antitrust and securities law clearances, and other conditions.

The foregoing descriptions of the Agreements and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by the terms and conditions of the Transaction Agreement, which is filed as Exhibit 2.1 hereto, and the Separation Agreement, which is filed as Exhibit 2.2 hereto, each of which is incorporated herein by reference.

The Transaction Agreement contains customary representations and warranties that Diamond, on the one hand, and P&G, on the other hand, made to and solely for the benefit of each other as of specific dates. The assertions embodied in those representations and warranties were made solely for purposes of the contract between the parties to the Transaction Agreement and may be subject to important qualifications and limitations agreed by the parties in connection with negotiating the terms of the contract or contained in confidential disclosure schedules. Those disclosure schedules contain information that modify, qualify or create exceptions to the representations and warranties set forth in the Transaction Agreement. Moreover, some of those representations and warranties (1) may not be accurate or complete as of any specified date and are modified, qualified and created in important part by the underlying disclosure schedules, (2) may be subject to a contractual standard of

materiality different from that generally applicable to shareholders, or (3) may have been used for the purpose of allocating risk between the parties to the Transaction Agreement rather than establishing matters as facts. For the foregoing reasons, the representations and warranties should not be relied upon as statements of factual information.

Rights Agreement Amendment

On April 5, 2011, Diamond and Computershare Trust Company, N.A. (formerly known as EquiServe Trust Company, N.A.), as rights agent, entered into an amendment (" ***Amendment No. 1*** ") to the Rights Agreement, dated as of April 29, 2005 (the " ***Rights Agreement*** "). Amendment No. 1 provides that the transactions associated with the Agreements will not trigger the rights issued under the Rights Agreement.

Waivers of Acceleration of Vesting of Awards Under the 2005 Equity Incentive Plan

In connection with the transaction, each non-employee member of the Board of Directors of Diamond (the " ***Board*** ") waived his rights, under Section 8.5(b) of Diamond's 2005 Equity Incentive Plan, to the acceleration of the vesting of outstanding equity awards under such plan in connection with the consummation of the transactions contemplated by the Transaction Agreement. Such equity awards will otherwise remain outstanding and continue to vest in accordance with their terms.

Waivers of Rights Under the Change of Control Agreements

In connection with the transaction, Michael J. Mendes, Chairman, President and CEO, Steven M. Neil, EVP, Chief Financial and Administrative Officer, Lloyd J. Johnson, EVP, Chief Sales Officer, Andrew Burke, EVP, Chief Marketing Officer, Linda Segre, SVP Corporate Strategy, Stephen Kim, SVP, General Counsel and HR, and Matthew Yost, VP Business Development, each entered into waivers with respect to Change of Control and Retention Agreements that they previously entered into with Diamond (the " ***Change of Control Agreements*** "). Such waivers provide that the transactions associated with the Transaction Agreement will not constitute a change of control as defined in the Change of Control Agreements. Except for such waivers, the Change of Control Agreements will continue in full force and effect.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 1.01 is incorporated here by reference.

Item 7.01. Regulation FD Disclosure

Diamond has prepared an investor presentation regarding the merger of P&G's Pringles business into Diamond and Diamond's financial outlook for its fiscal year ending July 31, 2012, a copy of which is furnished as Exhibit 99.1 hereto and is incorporated herein by reference. The information contained herein shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, and is not incorporated by reference into any filing of Diamond, whether made before or after the date of this report, regardless of any general incorporation language in the filing.

Item 8.01. Other Events.

On April 5, 2011, Procter & Gamble and Diamond issued a joint press release regarding the transactions contemplated by the Agreements and Diamond's financial outlook for its fiscal year ending July 31, 2012, a copy of which is attached hereto as Exhibit 99.2 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Transaction Agreement, dated April 5, 2011, by and among The Procter & Gamble Company, The Wimble Company, Diamond Foods, Inc. and Wimbledon Acquisition LLC.
2.2	Separation Agreement, dated April 5, 2011, by and among The Procter & Gamble Company, The Wimble Company and Diamond Foods, Inc.
99.1	Investor Presentation.
99.2	Joint Press Release by The Procter & Gamble Company and Diamond Foods, Inc., dated April 5, 2011.

* * * * *

Note regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995, including Diamond's financial projections and the expected benefits of the transactions described in this report. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties. Actual results could differ materially from projections made in this report. Some factors that could cause actual results to differ from Diamond's expectations include the timing of closing the transaction and the possibility that the transaction is not consummated, risks of integrating acquired businesses and entering markets in which Diamond has limited experience, availability and pricing of raw materials, impact of additional indebtedness, loss of key suppliers, customers or employees, and an increase in competition. A more extensive list of factors that could materially affect Diamond's results can be found in Diamond's periodic filings with the SEC, which are available publicly and on request from Diamond's Investor Relations department.

Additional Information

In connection with the proposed transaction between Diamond and P&G, Diamond will file a registration statement on Form S-4 with the SEC. This registration statement will include a proxy statement of Diamond that also constitutes a prospectus of Diamond, and will be sent to the shareholders of Diamond. Stockholders are urged to read the proxy statement/prospectus and any other relevant documents when they become available, because they will contain important information about Diamond, Pringles and the proposed transaction. The proxy statement/prospectus and other documents relating to the proposed transaction (when they are available) can be obtained free of charge from the SEC's website at www.sec.gov . The documents (when they are available) can also be obtained free of charge from Diamond upon written request to Diamond Foods, Inc., Investor Relations, 600 Montgomery Street, San Francisco, California 94111 or by calling (415) 445-7425, or from P&G upon written request to The Procter & Gamble Company, Shareholder Services Department, P.O. Box 5572, Cincinnati, Ohio 45201 or by calling (800) 742-6253.

This communication is not a solicitation of a proxy from any security holder of Diamond. However, P&G, Diamond and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from stockholders in connection with the proposed transaction under the rules of the SEC. Information about the directors and executive officers of Diamond may be found in its definitive proxy statement relating to its 2011 Annual Meeting of Stockholders filed with the SEC on November 26, 2010. Information about the directors and executive officers of P&G may be found in its 2010 Annual Report on Form 10-K filed with the SEC on August 13, 2010, and its definitive proxy statement relating to its 2010 Annual Meeting of Shareholders filed with the SEC on August 27, 2010.

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SIGNATURES

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

DIAMOND FOODS, INC.

Date: April 5, 2011

By: /s/ Steven M. Neil
Name: Steven M. Neil
Title: Executive Vice President, Chief Financial and Administrative Officer

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99.1	Investor Presentation.
99.2	Joint Press Release by The Procter & Gamble Company and Diamond Foods, Inc., dated April 5, 2011.

Exhibit 2.1

EXECUTION COPY

TRANSACTION AGREEMENT

among

THE PROCTER & GAMBLE COMPANY,

THE WIMBLE COMPANY,

DIAMOND FOODS, INC.,

and

WIMBLEDON ACQUISITION LLC

dated as of

April 5, 2011

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PARENT DISCLOSURE LETTER

ACQUIROR DISCLOSURE LETTER

TRANSACTION AGREEMENT

This Transaction Agreement (this " Agreement "), dated as of April 5, 2011, is among The Procter & Gamble Company, an Ohio corporation (" Parent "), The Wimble Company, a Delaware corporation and presently a wholly owned Subsidiary of Parent (" Wimbledon "), Diamond Foods, Inc., a Delaware corporation (" Acquiror "), and Wimbledon Acquisition LLC, a Delaware limited liability company and a direct wholly owned Subsidiary of Acquiror (" Merger Sub ").

RECITALS

1. Parent is engaged, directly and indirectly, in the Snacks Business;

2. Parent has determined that it would be appropriate and desirable to separate the Snacks Business from Parent and to divest the Snacks Business in the manner contemplated hereby;

3. The Parties contemplate that the Snacks Business will be transferred to Wimbledon as provided in the Separation Agreement and, in connection therewith, the Recapitalization will take place, including Wimbledon's payment of the Recapitalization Amount;

4. The Parties contemplate that, immediately following the Wimbledon Transfer and Recapitalization, Parent will either (i) distribute all of the shares of Wimbledon Common Stock to Parent shareholders without consideration on a pro rata basis (a " One-Step Spin-Off ") or (ii) consummate an offer to exchange (an " Exchange Offer ") shares of Wimbledon Common Stock for currently outstanding shares of Parent's common stock (" Parent Common Stock ") and, in the event that Parent's shareholders subscribe for less than all of the Wimbledon Common Stock in the Exchange Offer, Parent will distribute, *pro rata* to its shareholders, any unsubscribed Wimbledon Common Stock on the Distribution Date immediately following the consummation of the Exchange Offer so that Parent will be treated for U.S. federal income Tax purposes as having distributed all of the Wimbledon Common Stock to its shareholders (the " Clean-Up Spin-Off ");

5. The disposition by Parent of 100% of the Wimbledon Common Stock, whether by way of the One-Step Spin-Off or the Exchange Offer (followed by any Clean-Up Spin-Off) is referred to herein as the " Distribution ;"

6. The Boards of Directors of Parent, Wimbledon and Acquiror and the Board of Managers of Merger Sub have each approved and declared advisable the Merger of Wimbledon with and into Merger Sub, with Merger Sub continuing as the surviving entity in the Merger, such Merger to take place immediately following the Distribution, on the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL and the DLLCA;

7. Pursuant to the plan of reorganization and as soon as practicable following the Distribution Date, Parent will effect the Parent Cash Distribution to Parent's

creditors in retirement of outstanding Parent indebtedness in the manner described in this Agreement;

8. For U.S. federal income Tax purposes, the Parties intend that (i) the Wimbledon Transfer, taken together with the Distribution, qualify as a reorganization pursuant to Section 368 of the Code, (ii) the Distribution, as such, qualify as a distribution of Wimbledon Common Stock to Wimbledon shareholders pursuant to Section 355 of the Code, (iii) the Merger qualify as a reorganization pursuant to Section 368 of the Code, (iv) the Parent Cash Distribution qualify as money distributed to creditors in connection with the reorganization within the meaning of Section 361(b)(1) of the Code, and (v) the execution of this Agreement constitute a "plan of reorganization" within the meaning of Section 368 of the Code; and

9. The Parties intend in this Agreement to set forth the principal arrangements among them regarding the Recapitalization, Distribution and Merger.

Accordingly, the Parties agree as follows:

I. TRANSACTION

1.01 *Closing* . On the terms and subject to the conditions set forth in this Agreement, the consummation of the Merger (the " Closing ") will take place at Jones Day, 222 East 41 st Street, New York, New York, at 10:00 a.m., local time on the last Business Day of the calendar month in which the satisfaction or waiver of the conditions set forth in Article V occurs (other than those conditions, including the Distribution, that by their nature or pursuant to the terms of this Agreement are to be satisfied at or immediately prior to the Closing, but subject to the satisfaction or, where permitted, the waiver of those conditions); provided , however , that if the satisfaction or waiver of such conditions occurs (a) prior to the first day set forth in the range of 2011 Target Dates, then the Closing will be on the date Parent identifies to Acquiror in writing that it has selected within the range of 2011 Target Dates and (b) after the 2011 Target Dates, but prior to the first day set forth in the range of 2012 Target Dates, then the Closing will be on the date Parent identifies to Acquiror in writing that it has selected within the range of 2012 Target Dates; provided , further , that if the satisfaction or waiver of such conditions occurs after the 2012 Target Date but prior to the End Date, then in any event the Closing will occur on such day within the last week of the month in which satisfaction of such conditions occurs or the first week of the following month as identified in writing by Parent to Acquiror that it has selected, in each case, prior to the End Date. The date on which the Closing occurs is referred to as the " Closing Date ."

1.02 *Recapitalization of Wimbledon* . Parent and Wimbledon will cause the following to occur at the Business Transfer Time:

(a) General. In partial consideration for the Conveyance of Assets contemplated by Section 1.1 of the Separation Agreement, Wimbledon will:

(i) issue and deliver to Parent additional shares of Wimbledon Common Stock (the " Wimbledon Stock Issuance ");

(ii) distribute to Parent the Recapitalization Amount in cash in immediately available funds to an account specified for this purpose by Parent; and

(iii) assume the Wimbledon Liabilities in accordance with the terms of the Separation Agreement.

(b) Wimbledon Indebtedness . Wimbledon, together with the other members of the Wimbledon Group, will enter into the definitive Wimbledon Credit Documents contemplated by the Wimbledon Commitment Letter attached hereto as Exhibit B (such credit facility, the " Wimbledon Credit Facility ") (the Wimbledon Credit Facility, the Wimbledon Stock Issuance and the Recapitalization Amount, together the " Recapitalization "), and will borrow sufficient funds under the Wimbledon Credit Facility to allow Wimbledon to promptly distribute the Recapitalization Amount to Parent less any amount borrowed pursuant to the proviso in the first sentence of Section 1.7(a) of the Separation Agreement.

(c) Cash Distribution . Parent will maintain a portion of the Recapitalization Amount approximately equal to Parent's estimated adjusted Tax basis in Wimbledon Common Stock as of the Distribution Date in a segregated account (the " Segregated Cash Amount ") and will take into account for Tax purposes all items of income, gain, deduction or loss associated with the funds while maintained in this segregated account. Pursuant to the plan of reorganization and as soon as practicable following the Distribution Date, Parent will distribute the Segregated Cash Amount, and all remaining amounts in the above-described segregated account, to Parent's creditors in retirement of outstanding Parent indebtedness (the " Parent Cash Distribution "). Prior to effecting the Parent Cash Distribution, Parent will adopt a corporate resolution specifying that such distribution will be made from the funds maintained in the segregated account referenced in this Section 1.02(c) .

1.03 ***Form and Manner of Distribution*** . (a) Parent may elect, in its sole discretion, to effect the Distribution in the form of either (i) a One-Step Spin-Off or (ii) an Exchange Offer (including any Clean-Up Spin-Off, as set forth below).

(b) If Parent elects to effect the Distribution in the form of a One-Step Spin-Off, the Board of Directors of Parent, in accordance with applicable Law, will establish (or designate Persons to establish) a Record Date and the Distribution Date and Parent will establish appropriate procedures in connection with the Distribution. All shares of Wimbledon Common Stock held by Parent on the Distribution Date will be distributed to the Record Holders in the manner determined by Parent and in accordance with Section 1.04(f) .

(c) If Parent elects to effect the Distribution as an Exchange Offer, Parent will determine in its sole discretion the terms and conditions of such Exchange Offer, including the number of shares of Wimbledon Common Stock that will be offered for each validly tendered share of Parent Common Stock, the period during which such Exchange Offer will remain open, the procedures for the tender and exchange of shares and all other terms and conditions of such Exchange Offer, which will comply with securities Law requirements applicable to such Exchange Offer. In the event that

Parent's shareholders subscribe for less than all of the Wimbledon Common Stock in the Exchange Offer, Parent will consummate the Clean-Up Spin-Off on the Distribution Date immediately following the consummation of the Exchange Offer.

1.04 ***The Distribution*** . (a) To the extent the Distribution is effected as a One-Step Spin-Off, subject to the terms thereof, in accordance with Section 1.04(f) , each Record Holder will be entitled to receive for each share of Parent Common Stock held by such Record Holder a number of shares of Wimbledon Common Stock equal to the total number of shares of Wimbledon Common Stock held by Parent on the Distribution Date, multiplied by a fraction, the numerator of which is number of Parent Common Stock held by such Record Holder and the denominator of which is the total amount of Parent Common Stock outstanding on the Distribution Date. Without limiting the generality or effect of any other provision hereof, it is a condition to the completion of the Distribution as a One-Step Spin-Off that Parent shall have given Acquiror at least two Business Days' notice of such election prior to or during the applicable range of Target Dates or, if the Closing occurs after the last day in the range of 2012 Target Dates, the Closing Date.

(b) Subject to the terms thereof, to the extent the Distribution is effected as an Exchange Offer, each Parent shareholder may elect in the Exchange Offer to exchange a number of Parent Common Stock held by such Parent shareholder for shares of Wimbledon Common Stock subject to the terms and conditions set forth in the Wimbledon Form S-1/S-4.

(c) None of the Parties will be liable to any Person in respect of any shares of Wimbledon Common Stock (or dividends or distributions with respect thereto) that are delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(d) Parent and Wimbledon, as the case may be, will be entitled, and may instruct the transfer agent or the exchange agent in the Distribution, as applicable, to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts required to be deducted and withheld with respect to the making of such payments under the Code or any provision of local or foreign Tax Law. Any withheld amounts will be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto.

(e) The terms and conditions of any Clean-Up Spin-Off will be as determined by Parent in its sole discretion; provided , however , that (i) any Wimbledon Common Stock that is not subscribed for in the Exchange Offer must be distributed to the Parent's shareholders in the Clean-Up Spin-Off and (ii) such distribution must take place on the Distribution Date immediately following the consummation of the Exchange Offer so that Parent will be treated for U.S. federal income Tax purposes as having distributed all of the Wimbledon Common Stock to its shareholders.

(f) Upon the consummation of the One-Step Spin-Off or the Exchange Offer, Parent will deliver to the Exchange Agent a global certificate representing the Wimbledon Common Stock being distributed in the One-Step Spin-Off or exchanged in

the Exchange Offer, as the case may be, for the account of the Parent shareholders that are entitled thereto. Upon a Clean-Up Spin-Off, if any, Parent will deliver to the Exchange Agent an additional global certificate representing the Wimbledon Common Stock being distributed in the Clean-Up Spin-Off for the account of the Parent shareholders that are entitled thereto. The Exchange Agent will hold such certificate or certificates, as the case may be, for the account of the Parent shareholders pending the Merger.

1.05 *Plan of Reorganization* . This Agreement will constitute a “plan of reorganization” for the Transactions under Treasury Regulation Section 1.368-2(g). Pursuant to the plan of reorganization, (a) Parent will complete the Distribution through either (i) a One-Step Spin-Off or (ii) the Exchange Offer and any Clean-Up Spin-Off (which Clean-Up Spin-Off will be completed on the Distribution Date immediately following the consummation of the Exchange Offer) and (b) Wimbledon will merge with and into Merger Sub immediately following the Distribution, with Merger Sub continuing as the surviving entity.

1.06 *The Merger* . (a) On the terms and subject to the conditions of this Agreement, Wimbledon will be merged (the “ Merger ”) with and into Merger Sub in accordance with the provisions of the DGCL and the DLLCA. Immediately following the Merger, Merger Sub will continue as the surviving entity (the “ Surviving Company ”) and will be a wholly owned Subsidiary of Acquiror, and the separate corporate existence of Wimbledon will cease; provided , however , that nothing in this Agreement or any Other Transaction Agreement will preclude Acquiror from liquidating or merging Merger Sub with and into Acquiror following the completion of the One-Year Period.

(b) The Merger will be consummated by the filing of a certificate of merger (the “ Certificate of Merger ”) with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL and the DLLCA (the date and time of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, or such later time as is specified in the Certificate of Merger and as is agreed to by Parent and Acquiror, the “ Effective Time ”).

(c) The Merger will have the effects set forth in this Agreement and the applicable provisions of the DGCL and the DLLCA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of Wimbledon and Merger Sub will vest in Merger Sub as the Surviving Company and all debts, liabilities and duties of Wimbledon (including all of the obligations under the Wimbledon Credit Facility) and Merger Sub will become the debts, liabilities and duties of Merger Sub as the Surviving Company.

(d) The text of the certificate of formation of the Surviving Company in effect at the Effective Time will, by virtue of the Merger, be amended and restated so as to be identical to the certificate of formation of Merger Sub as in effect immediately prior to the Effective Time (except that the name of the entity set forth in the certificate of formation of the Surviving Company will continue to be “The Wimble Company”), until

thereafter changed or amended as provided therein or by applicable Law. The bylaws of Merger Sub, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Company until thereafter changed or amended as provided therein or by applicable Law.

(e) The initial managers of the Surviving Company at the Effective Time will be the managers of Merger Sub. The initial officers of the Surviving Company at the Effective Time will be the officers of Wimbledon at the Effective Time (after taking into account the resignations contemplated by Section 2.2(a)(iv) of the Separation Agreement). Each of such initial officers and managers of the Surviving Company will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided by the certificate of formation and bylaws of the Surviving Company or as otherwise provided by Law.

1.07 ***Conversion Of Capital Stock in the Merger*** . At the Effective Time, by virtue of the Merger and without any action on the part of Wimbledon, Acquiror or the holders of the following securities, subject to Section 1.11 , each share of Wimbledon Common Stock will be converted into the right to receive one fully paid and nonassessable share of Acquiror Common Stock (together with the associated Acquiror Right (as defined in Section 3.05(a)) under the Acquiror Rights Agreement (as defined in Section 3.05(a)) (such ratio, the " Exchange Ratio "), in an aggregate amount equal to the Wimbledon Stock Amount. The shares of Acquiror Common Stock (including associated Acquiror Rights) to be issued upon the conversion of shares of Wimbledon Common Stock pursuant to this Section 1.07 and cash in lieu of fractional shares of as contemplated by Section 1.11 are referred to collectively as " Merger Consideration ." As of the Effective Time, all such shares of Wimbledon Common Stock will no longer be outstanding and will automatically be canceled and retired and will cease to exist, and any holder of a certificate representing any such shares of Wimbledon Common Stock will cease to have any rights with respect thereto, except the right to receive Merger Consideration upon surrender of such certificate, without interest. The issuance of Acquiror Common Stock (including associated Acquiror Rights) in connection with the Merger is referred to as the " Acquiror Stock Issuance ."

1.08 ***Exchange Of Certificates*** . (a) Pursuant to Section 1.04(f) , the Exchange Agent will hold, for the account of the relevant Parent shareholders, the global certificate(s) representing all of the outstanding shares of Wimbledon Common Stock distributed in the Distribution. Such shares of Wimbledon Common Stock will be converted into shares of Acquiror Common Stock in accordance with the terms of this Article I .

(b) Prior to the Closing, Parent will appoint a bank or trust company reasonably acceptable to Acquiror as exchange agent (the " Exchange Agent "). Prior to or at the Effective Time, or as reasonably requested by Parent, Acquiror will deposit with the Exchange Agent, for the benefit of the holders of shares of Wimbledon Common Stock, for exchange in accordance with this Article I through the Exchange Agent, evidence in book entry form representing the shares of Acquiror Common Stock issuable pursuant to this Article I in exchange for outstanding shares of Wimbledon

Common Stock (such shares of Acquiror Common Stock, together with any dividends or distributions with respect thereto, being hereinafter referred to as the " Exchange Fund "). For the purposes of such deposit, Acquiror will assume that there will not be any fractional shares of Acquiror Common Stock. Acquiror will make available to the Exchange Agent, for addition to the Exchange Fund, from time to time as needed or as reasonably requested by Parent, cash sufficient to pay cash in lieu of fractional shares in accordance with Section 1.11 . The Exchange Agent will, pursuant to irrevocable instructions, deliver the Acquiror Common Stock to be issued pursuant to this Article I out of the Exchange Fund. The Exchange Fund will not be used for any other purpose.

1.09 ***Exchange Procedures*** . As soon as reasonably practicable after the Effective Time of the Merger, and to the extent not previously distributed in connection with the Distribution, the Exchange Agent will mail to any holder of record of outstanding shares of Wimbledon Common Stock whose shares were converted into the right to receive a portion of the Merger Consideration pursuant to Section 1.07 , (a) a letter of transmittal and (b) instructions for use in effecting the exchange of any shares of Wimbledon Common Stock for Merger Consideration. Upon delivery to the Exchange Agent of the letter of transmittal, duly executed, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Wimbledon Common Stock will be entitled to receive in exchange therefor a portion of the Merger Consideration (together with cash in lieu of fractional shares) that such holder has the right to receive pursuant to the provisions of this Article I , and the respective Wimbledon Common Stock will forthwith be canceled. Until exchanged as contemplated by this Section 1.09 , any Wimbledon Common Stock will be deemed at any time after the Effective Time to represent only the right to receive upon such exchange Merger Consideration as contemplated by this Section 1.09 . No interest will be paid or accrue on any cash payable upon exchange of any Wimbledon Common Stock.

1.10 ***No Further Ownership Rights in Wimbledon Common Stock*** . The Merger Consideration issued (and paid) in accordance with the terms of this Article I upon conversion of any shares of Wimbledon Common Stock will be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to such shares of Wimbledon Common Stock, and after the Effective Time there will be no further registration of transfers on the stock transfer books of the Surviving Company of shares of Wimbledon Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any certificates formerly representing shares of Wimbledon Common Stock are presented to the Surviving Company or the Exchange Agent for any reason, they will be canceled and exchanged as provided in this Article I .

1.11 ***No Fractional Shares*** . (a) No certificates or scrip representing fractional shares of Acquiror Common Stock will be issued upon the conversion of Wimbledon Common Stock pursuant to Section 1.07 , and such fractional share interests will not entitle the owner thereof to vote or to any rights of a holder of Acquiror Common Stock. For purposes of this Section 1.11 , all fractional shares to which a single record holder would be entitled will be aggregated, and calculations will be rounded to three decimal places.

(b) Fractional shares of Acquiror Common Stock that would otherwise be allocable to any former holders of Wimbledon Common Stock in the Merger will be aggregated, and no holder of Wimbledon Common Stock will receive cash equal to or greater than the value of one full share of Acquiror Common Stock. The Exchange Agent will cause the whole shares obtained thereby to be sold, in the open market or otherwise as reasonably directed by Parent, and in no case later than 30 Business Days after the Effective Time. The Exchange Agent will make available the net proceeds thereof, after deducting any required withholding Taxes and brokerage charges, commissions and transfer Taxes, on a *pro rata* basis, without interest, as soon as practicable to the holders of Wimbledon Common Stock entitled to receive such cash. Payment of cash in lieu of fractional shares of Acquiror Common Stock will be made solely for the purpose of avoiding the expense and inconvenience to Acquiror of issuing fractional shares of Acquiror Common Stock and will not represent separately bargained-for consideration.

1.12 ***Distributions with Respect to Unexchanged Shares***. No dividends or other distributions with respect to Acquiror Common Stock with a record date after the Effective Time will be paid to the holder of any Wimbledon Common Stock with respect to the shares of Acquiror Common Stock issuable upon exchange thereof, and no cash payment in lieu of fractional shares will be paid to any such holder pursuant to Section 1.11, until, in each case, the exchange of such Wimbledon Common Stock in accordance with this Article I. Subject to applicable Law, following the exchange of any such Wimbledon Common Stock, there will be paid to the holder of the certificate representing whole shares of Acquiror Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of any cash payable in lieu of a fractional share of Acquiror Common Stock to which such holder is entitled pursuant to Section 1.11 and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Acquiror Common Stock and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such exchange payable with respect to such whole shares of Acquiror Common Stock.

1.13 ***Withholding Rights***. Acquiror, the Surviving Company or the Exchange Agent, as the case may be, will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law. Any withheld amounts will be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto.

1.14 ***No Liability***. None of the Parties or the Exchange Agent will be liable to any Person in respect of any shares of Acquiror Common Stock (or dividends or distributions with respect thereto) or cash from the Exchange Fund delivered to a public official pursuant to any abandoned property, escheat or similar Law.

II. REPRESENTATIONS AND WARRANTIES OF PARENT

Parent hereby represents and warrants to Acquiror that, except as (i) set forth in the applicable section (or another section to the extent provided in Section 7.13) of the Parent Disclosure Letter or (ii) to the extent disclosed in, and reasonably apparent from, any report, schedule, form or other document filed with, or furnished to, the Commission by Parent or Wimbledon and publicly available prior to the date of this Agreement (other than any forward-looking disclosures set forth in any risk factor section, any disclosures in any section relating to forward-looking statements and any other similar disclosures included therein to the extent that they are primarily cautionary in nature):

2.01 ***Due Organization, Good Standing And Corporate Power*** . Each of Parent, Wimbledon and the Wimbledon Entities is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation. Parent and its Subsidiaries have all requisite corporate power and authority to own, lease and operate their properties that will be contributed to Wimbledon or the Wimbledon Entities pursuant to the Separation Agreement and to carry on the Snacks Business as now being conducted. Parent and each of its Subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by the Snacks Business that will be contributed to Wimbledon or the Wimbledon Entities pursuant to the Separation Agreement or the nature of the Snacks Business conducted by it makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or licensed and in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE.

2.02 ***Authorization Of Agreement*** . The execution, delivery and performance of this Agreement and the Other Transaction Agreements by each of Parent and Wimbledon, as applicable, and the consummation by each of them of the Transactions, have been duly authorized and approved by their respective boards of directors (and this Agreement has been adopted by Parent as the sole stockholder of Wimbledon) and no other corporate or shareholder action on the part of Parent or Wimbledon is necessary to authorize the execution, delivery and performance of this Agreement and the Other Transaction Agreements or the consummation of the Transactions. This Agreement and the Separation Agreement have been, and the Other Transaction Agreements, when executed, will be, duly executed and delivered by each of Parent and Wimbledon, as applicable, and, to the extent it is a party thereto, each is (or when executed will be) a valid and binding obligation of each of Parent and Wimbledon enforceable against each of Parent and Wimbledon, as applicable, in accordance with their terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Law affecting the enforcement of creditors' rights generally and by general equitable principles (such exception, the " Enforceability Exception ").

2.03 ***Consents And Approvals; No Violations*** . Assuming (a) the filings required under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended (the " HSR Act "), are made and the waiting periods thereunder (if applicable) have been

terminated or expired, (b) the Consents from Governmental Authorities set forth on Section 2.03(b) of the Parent Disclosure Letter have been obtained, (c) the applicable requirements of the Securities Act and the Exchange Act are met, (d) the requirements under any applicable state securities or blue sky Laws are met, (e) the requirements of the NASDAQ in respect of the listing of the shares of Acquiror Common Stock to be issued hereunder are met, (f) the filing of the Certificate of Merger and other appropriate merger documents, if any, as required by the DGCL and the DLLCA, are made, and (g) filings with and consents from Governmental Authorities required to convey Real Property and other Assets pursuant to Separation Agreement, the execution and delivery of this Agreement and the Other Transaction Agreements by Parent and Wimbledon, as applicable, and the consummation by Parent and Wimbledon of the Transactions do not and will not (i) violate or conflict with any provision of their respective articles of incorporation, bylaws or code of regulations (or the comparable governing documents), (ii) violate or conflict with any Law or Order of any Governmental Authority applicable to Parent or any of its Subsidiaries or by which any of their respective properties or assets that will be contributed to Wimbledon pursuant to the Separation Agreement may be bound, (iii) require any Governmental Approval (other than in connection with the Conveyance of Permits utilized in connection with the operation of the Snacks Business that are unrelated to the manufacturing of the types of products of the Snacks Business as such products are currently being manufactured, or consents or approvals not required for the operation of the Snacks Business as currently conducted) or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Security Interest upon any of the properties or assets of Parent or its Subsidiaries that will be contributed to Wimbledon pursuant to the Separation Agreement or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Wimbledon Material Contract, excluding in the case of clauses (ii) through (iv) above, (x) conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Security Interests which would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE and (y) any Security Interests created in connection with the Wimbledon Credit Facility.

2.04 ***Capital Structure*** . On the date of this Agreement, the authorized capital stock of Wimbledon consisted solely of 1,000 shares of Wimbledon Common Stock, of which 100 shares of Wimbledon Common Stock were outstanding. On the date of this Agreement and immediately prior to the Distribution, all the outstanding shares of Wimbledon Common Stock are and will be owned directly by Parent free and clear of any Security Interest other than Permitted Encumbrances. Immediately following the Distribution, (i) there will be outstanding a number of shares of Wimbledon Common Stock determined in accordance with this Agreement, (ii) no shares of Wimbledon Common Stock will be held in Wimbledon's treasury, and (iii) no bonds, debentures, notes or other indebtedness of Wimbledon or any of its Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Wimbledon Common Stock or the holders of capital stock

of any of Wimbledon's Subsidiaries may vote will be outstanding. All outstanding shares of Wimbledon Common Stock are, and all such shares that may be issued prior to the Effective Time as contemplated by this Agreement will be when issued, duly authorized, validly issued, fully paid and nonassessable. As of the date of this Agreement, there are no outstanding or authorized options, warrants, rights, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to Wimbledon Common Stock or any capital stock equivalent or other nominal interest in Wimbledon or any of its Subsidiaries which relate to Wimbledon (collectively, " Wimbledon Equity Interests ") pursuant to which Wimbledon or any of its Subsidiaries is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into, exchangeable for, or evidencing the right to subscribe for, any Wimbledon Equity Interests. There are no outstanding obligations of Wimbledon to repurchase, redeem or otherwise acquire any outstanding securities of Wimbledon Equity Interests.

2.05 ***Intellectual Property*** . Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, (a) to Parent's Knowledge, the Snacks Business as currently conducted by Parent and its Subsidiaries does not infringe, misappropriate or otherwise violate any Intellectual Property right of any third party, (b) during the past two years no third party has made any written claim or demand or instituted any Action against Parent or any of its Subsidiaries, or to the Knowledge of Parent threatened the same, and neither Parent nor any of its Subsidiaries has received any written notice, that (i) challenges the rights of Parent and its Subsidiaries in respect of any of the Intellectual Property utilized in the Snacks Business or (ii) asserts that the operation of the Snacks Business is or was infringing, misappropriating or otherwise violating the Intellectual Property rights of any third party, and (c) none of the Intellectual Property utilized in the Snacks Business is subject to any outstanding order, ruling, decree, judgment or stipulation by or with any Governmental Authority. For the avoidance of doubt, the representations and warranties set forth in this Section 2.05 constitute the sole and exclusive representations and warranties with respect to the Snacks Business' infringement, misappropriation or other violation of Intellectual Property rights of third parties.

2.06 ***Litigation*** . There are no Actions pending against Parent or any of its Subsidiaries or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries (or any of their respective properties, rights or franchises), at Law or in equity, or before or by any Governmental Authority or any arbitrator or arbitration tribunal, that have had or would reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE. Neither Parent nor any of its Subsidiaries is subject to any Order that has had or would reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE.

2.07 ***Compliance With Laws*** . (a) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, the Snacks Business is being conducted in compliance with applicable Laws. None of the Permits required for the conduct of the Snacks Business as such business

is currently being conducted will lapse, terminate, expire or otherwise be impaired as a result of the consummation of the Transactions, except as would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, neither Parent nor any Subsidiary of Parent has received any written notice from any Person since July 1, 2009 alleging non-compliance with any such Permit.

(b) Except as has not had and would not be reasonably expected to have, individually or in the aggregate, a Snacks Business MAE, since July 1, 2009, there has been no recall or withdrawal by Parent or any of its Subsidiaries of any product of the Snacks Business.

2.08 *Contracts* . (a) Section 2.08 of the Parent Disclosure Letter lists each Wimbledon Contract (other than Contracts entered into after the date of this Agreement in accordance with Section 4.01), in each case that is (collectively, the " Wimbledon Material Contracts "):

(i) a Contract containing covenants binding upon Parent or its Subsidiaries that restrict the ability of Parent or any of its Subsidiaries to compete or engage in any business or geographic area;

(ii) a Contract containing any "most favored nations", exclusivity or similar right in favor of any party other than Parent and its Subsidiaries with respect to any material goods or services sold or provided by Parent or its Subsidiaries;

(iii) a lease, sublease or similar Contract with any Person under which Parent or any of its Subsidiaries is a lessor or sublessor of, or makes available for use to any Person, any Wimbledon Facilities;

(iv) a lease, sublease or similar Contract with any Person under which (A) Parent or any of its Subsidiaries is lessee of, or holds or uses, any material machinery, equipment, vehicle or other tangible personal property owned by any Person or (B) Parent or any of its Subsidiaries is a lessor or sublessor of, or makes available for use by any Person, any material tangible personal property owned or leased by Parent or its Subsidiaries, in any such case which has an aggregate future liability or receivable, as the case may be, in excess of $3,000,000 in any calendar year and is not terminable by Parent or such Subsidiary by notice of not more than 60 days for a cost, individually or together with any similar Contract, of less than $3,000,000;

(v) a license agreement under which Parent or any of its Subsidiaries is licensee or licensor of any material Intellectual Property used in the Snacks Business (other than the Wimbledon Software);

(vi) a Contract, other than between or among members of the Parent Group, for the sale of (A) any Wimbledon Entity or (B) any Wimbledon Asset or collection of Wimbledon Assets, other than (1) Contracts for the sale of inventory (including any finished goods or work-in-process) and (2) other Contracts for sale of

obsolete or unused equipment, in each case entered into in the ordinary course of business;

(vii) a Contract for the purchase of materials, supplies, goods, services, equipment or other assets involving the payment of more than $3,000,000 and that are exclusively used in the Wimbledon Business that (A) is with any vendor from whom the Parent or any of its Subsidiaries purchased more than $3,000,000, in the aggregate, in the fiscal year ended June 30, 2010, or would reasonably be expected to provide for the purchase of more than $3,000,000 in the aggregate, in the fiscal year ended June 30, 2011 or any future 12-month period ended June 30, and (B) is not terminable at will by Parent or any of its Subsidiaries on less than 60 days notice without penalty; or a Contract with a customer involving the payment of more than $3,000,000 to such customer; or

(viii) a Contract establishing or providing for any partnership, joint venture or material collaboration.

(b) To the Knowledge of Parent, each Wimbledon Material Contract is in full force and effect and is enforceable by the Parent or one of its Subsidiaries in accordance with its terms, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, each of Parent and its Subsidiaries has performed all obligations required to be performed by it to date under the Wimbledon Material Contracts to which it is a party and is not (with or without the lapse of time or the giving of notice, or both) in breach or default thereunder. Parent has made available to Acquiror a true and correct copy of each Wimbledon Material Contract not otherwise filed with the Commission and publicly available.

2.09 ***Employees and Employee Benefits*** . (a) Parent has provided or made available to Acquiror copies or summaries of certain material Compensation And Benefit Plans. Parent will provide or make available to Acquiror copies of all material Compensation And Benefit Plans within 30 calendar days following the date of this Agreement. For purposes of this Agreement, " Compensation And Benefit Plans " means (i) all bonus, vacation, deferred compensation, pension, retirement, profit-sharing, thrift, savings, overtime, employee stock ownership, stock bonus, stock purchase, restricted stock, stock option, equity-based, incentive, retention, severance or change-in-control plans or other similar plans, policies, arrangements or agreements, (ii) all employment agreements, (iii) all medical, dental, disability, health and life insurance plans, sickness benefit plans, and (iv) all other employee benefit and fringe benefit plans, policies, arrangements or agreements, in the case of each of (i) through (iv), either (1) maintained or contributed to by Parent or any of its Subsidiaries for the benefit of any of the employees or consultants of the Snacks Business or any of their beneficiaries as of the date of this Agreement or (2) pursuant to which Acquiror or any of its Subsidiaries may have any Liability for any Continuing Employees subsequent to the Closing in respect of periods prior to the Closing (which clause (2) is limited solely to Snacks Business Pension Plans with respect to Continuing Employees).

(b) Since June 30, 2008 through the date of this Agreement, (i) there has not been any labor strike, work stoppage or lockout with respect to the Snacks Business, (ii) neither Parent nor Wimbledon has received written notice of any unfair labor practice charges against the Snacks Business that are pending before the National Labor Relations Board or any similar state, local or foreign Governmental Authority, and (iii) neither Parent nor Wimbledon has received written notice of any suits, actions or other proceedings in connection with the Snacks Business that are pending before the Equal Employment Opportunity Commission or any similar state, local or foreign Governmental Authority responsible for the prevention of unlawful employment practices, including under applicable employment standards and human rights Laws, except, in the case of each of clauses (i), (ii) and (iii) above, for any such matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE.

(c) Neither Parent nor any of its ERISA Affiliates, or any of their respective predecessors, contributes to, has ever contributed to, has ever been required to contribute to, or otherwise participates in or participated in, or in any way, directly or indirectly, has any material Liability with respect to (i) any multiemployer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA or Section 414(f) of the Code, (ii) any multiple employer plan within the meaning of Section 4063 or Section 4064 of ERISA or Section 413(c) of the Code, or (iii) any employee benefit plan, fund, program, contract or arrangement that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, in each case that could result in any material Liability to Acquiror.

(d) No US Continuing Employee is covered by a collective bargaining agreement. Within 30 calendar days following the date of this Agreement, Parent will (i) provide Acquiror with Section 2.09(d) of the Parent Disclosure Letter (which Section 2.09(d) will identify each collective bargaining agreement or other material Contract with any labor organization, union or works council that applies, in any case, to any In-Scope Employees, New Hire Employees or Double-Choice Employees) and (ii) provide or make available to Acquiror a copy of each item set forth in Section 2.09(d) of the Parent Disclosure Letter.

2.10 ***Financial Statements; Absence of Changes*** . (a) Attached as Section 2.10(a) of the Parent Disclosure Letter are copies of the unaudited combined financial statements of the Snacks Business, including the combined balance sheets of the Snacks Business as of June 30, 2009 and June 30, 2010, and the combined statements of income, equity and cash flows of the Snacks Business for the fiscal years ended June 30, 2008, June 30, 2009 and June 30, 2010 (collectively, the " Historical Financial Statements ").

(b) The Historical Financial Statements were derived from the books and records of the Parent and its Subsidiaries and were prepared in accordance with GAAP, consistently applied, as at the dates and for the periods presented, and present fairly in all material respects the financial position and results of operations of the Snacks Business as at the dates and for the periods presented on the basis by which the Historical Financial Statements were prepared. The Historical Financial Statements

were prepared using the last-in-first-out inventory method, the Audited Financial Statements will be prepared using the first-in-first-out inventory method and the after-tax effect of this change on the combined net income of the Snacks Business for the year ended June 30, 2010 will not exceed $2.0 million.

(c) Attached as Section 2.10(c) of the Parent Disclosure Letter are unaudited internal reports relating to the Snacks Business prepared pursuant to Parent's internal management reporting procedures for the six-month period ending December 31, 2010 (the " Unaudited Financial Information "). To the Knowledge of Parent, the Unaudited Financial Information was prepared in the ordinary course of Parent's business and presents fairly in all material respects the net outside sales, gross profit and pre-tax and after-tax operating profit of the Snacks Business for the period ending December 31, 2010.

(d) Except as and to the extent set forth on the Historical Financial Statements or the Unaudited Financial Information, neither Parent nor any of its Subsidiaries have any Liabilities that would be required to be reflected on a consolidated combined balance sheet of the Snacks Business or in the notes thereto prepared in accordance with GAAP, except for Liabilities incurred since December 31, 2010 in the ordinary course of business or that have not caused, individually or in the aggregate, a Snacks Business MAE.

(e) As of the Closing, Wimbledon will not have any indebtedness for borrowed money owing to a third party other than pursuant to the Wimbledon Credit Documents and no intercompany indebtedness of Wimbledon will be assumed by the Acquiror.

(f) Since December 31, 2010, there has not occurred any event, occurrence or condition which has had or would reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE.

(g) The Audited Financial Statements, when delivered, will not differ in any material respect from the Historical Financial Statements, other than with respect to the change in inventory method and consequences thereof identified in the last sentence of Section 2.10(b) .

2.11 ***Taxes*** . Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, (a) no Security Interests for Taxes exist and no outstanding material claims for Taxes have been asserted in writing with respect to the Snacks Business, the Wimbledon Assets or the Wimbledon Liabilities, (b) Parent and its Subsidiaries have paid or withheld all Taxes, including withholding Taxes, required to be paid or withheld by them with respect to the Snacks Business, the Wimbledon Assets and the Wimbledon Liabilities, (c) neither Wimbledon nor any of its Subsidiaries has distributed stock of another Person or had its stock distributed by another Person in a transaction (other than the Distribution or a transaction effected in connection therewith) that was intended to be governed in whole or in part by Section 355 of the Code in the two years prior to the date of this Agreement, and (d) neither Parent nor Wimbledon has taken or agreed to take any

action or knows of any fact, agreement, plan or other circumstance that has prevented, or would reasonably be expected to prevent, the Intended Tax-Free Treatment.

2.12 ***Broker's or Finder's Fee*** . Except as provided in Section 7.02 , neither Parent nor any of its Subsidiaries has any liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the transactions contemplated by this Agreement for which Wimbledon or Acquiror could become liable or obligated.

2.13 ***Title to Properties; Security Interests*** . Except as has not had, and would not reasonably likely to have, individually or in the aggregate, a Snacks Business MAE, Parent and its Subsidiaries have good and valid title to, or valid leasehold interests in or valid right to use, all Wimbledon Assets, in each case as such property is currently being used, subject to no Security Interests, except for Permitted Encumbrances.

2.14 ***The Wimbledon Assets*** . The Wimbledon Assets include:

(a) the fixtures, machinery, equipment, furniture, office equipment, motor vehicles and other transportation equipment, special and general tangible tools, prototypes and models, other tangible personal property and other Assets (other than Assets for which provision for access thereto is made in the TSA) that, in the aggregate, are sufficient for the Wimbledon Group to continue after the Business Transfer Time to manufacture and package the products of the Snacks Business in all material respects as such products are currently being manufactured and packaged (excluding the ability to manufacture the packaging materials themselves) by the Snacks Business in substantially the same quantities and to such specifications as currently manufactured by the Snacks Business in all material respects;

(b) assuming that any required Consents have been obtained, the Wimbledon Assets will include Permits that, in the aggregate, are sufficient to manufacture the types of products of the Snacks Business in all material respects as such products are currently being manufactured by the Snacks Business; and

(c) the Wimbledon Assets and any items made available to the Wimbledon Business through the TSA, include Intellectual Property sufficient to manufacture and sell the types of products of the Snacks Business in all material respects as such products are currently being manufactured and sold. For purposes of this Section 2.14 , "sell" or "sold" will have the meanings given to such terms under applicable Law related to Intellectual Property.

2.15 ***Information To Be Supplied*** . The information supplied or to be supplied by Parent for inclusion in the Acquiror Filings to be filed with the Commission will not, on the date of its filing or, in the case of the Acquiror Form S-4 or the Wimbledon Form S-1/S-4, at the time it becomes effective under the Securities Act or Exchange Act, as applicable, or on the dates the Proxy Statement is mailed to the Acquiror Stockholders and at the time of the Acquiror Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary

in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

2.16 ***Real Property*** . (a) Section 2.16 of the Parent Disclosure Letter sets forth a true and complete list of (i) all real property and interests in real property owned in fee by Parent or any of its Subsidiaries that is exclusively used in connection with the Snacks Business (together with the Mechelen Facility, the " Owned Real Property "), (ii) any real property leases or subleases to which the Parent or any of its Subsidiaries is a lessee and with respect to which all of the real property leased or subleased thereunder is exclusively used in connection with the Snacks Business and is material to the Snacks Business (the " Real Property Leases ," and such real property, the " Leased Real Property "), and (iii) any other real property that is owned in fee or leased by Parent or any of its Affiliates and that is utilized by Parent or any of its Affiliates to manufacture, distribute or sell the products of the Snacks Business and that is material to the Snacks Business (" Shared Operational Real Property "). For the avoidance of doubt, "Shared Operational Real Property" will not be deemed to include any real properties utilized by Parent's "Global Business Services" unit to provide support to the Snacks Business.

(b) True and complete copies of all Real Property Leases have been made available to Acquiror. Each Real Property Lease is a valid and binding agreement of Parent or its Subsidiary that is a party thereto and, to the Knowledge of Parent, is in full force and effect and enforceable by Parent or such Subsidiary in accordance with its terms, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, each of Parent and its Subsidiaries has performed all obligations required to be performed by it to date under the Real Property Leases to which it is a party and is not (with or without the lapse of time or the giving of notice, or both) in breach or default thereunder.

(c) Parent or a Subsidiary of Parent has on the date hereof, and Wimbledon or a Subsidiary of Wimbledon will have at the Closing Date, fee title to all Owned Real Property, subject to no Security Interests except for Permitted Encumbrances.

2.17 ***Environmental Matters*** . Notwithstanding any other representation or warranty contained in this Article II , the representations and warranties contained in this Section 2.17 constitute the sole and exclusive representations and warranties of Parent relating to compliance with or Liability under any Environmental Law, Releases of Hazardous Materials and any other environmental matters. Except as disclosed in any environmental reports and documents made available to Purchaser prior to the date of this Agreement or as would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, to Parent's Knowledge:

(a) as it relates to the Snacks Business (including the Owned Real Property, Leased Real Property and Shared Operational Property (collectively, the

" Real Property ")), Parent and its Subsidiaries are in compliance with all Environmental Laws and any Permits required pursuant to Environmental Law;

(b) neither Parent nor any of its Subsidiaries has received any pending Environmental Claim or written notice of any threatened Environmental Claim regarding either the Snacks Business or any Real Property;

(c) neither Parent nor any of its Subsidiaries has entered into or is subject to any outstanding Order under any Environmental Law regarding either the Snacks Business or any Real Property; and

(d) neither Parent nor any of its Subsidiaries has Released any Hazardous Materials at any Real Property in a manner that requires remediation under any Environmental Laws.

2.18 ***No Other Representations or Warranties*** **.** Except for the representations and warranties of Parent expressly set forth in this Agreement and the Other Transaction Agreements, neither the Parent nor any other Person makes any other express or implied representation or warranty on behalf of Parent or any of its Subsidiaries (including Wimbledon) with respect to Wimbledon, its Subsidiaries, the Snacks Business or the transactions contemplated by this Agreement and the Other Transaction Agreements. The representations and warranties made in this Agreement and the Other Transaction Agreements with respect to Wimbledon, its Subsidiaries, the Snacks Business and the transactions contemplated by this Agreement and the Other Transaction Agreements are in lieu of all other representations and warranties Parent and its Subsidiaries might have given Acquiror, including implied warranties of merchantability and implied warranties of fitness for a particular purpose. Acquiror acknowledges that all other warranties that Parent and its Subsidiaries or anyone purporting to represent Parent and its Subsidiaries gave or might have given, or which might be provided or implied by applicable Law or commercial practice, with respect to Wimbledon, its Subsidiaries, the Snacks Business, are hereby expressly excluded. Acquiror acknowledges that, except as provided herein or the Other Transaction Agreements, neither Parent nor any of its Subsidiaries nor any other Person acting on their behalf will have or be subject to any Liability or indemnification obligation to Acquiror or any other Person acting on its behalf resulting from the distribution in written or oral communication to Acquiror, or use by Acquiror of, any information, documents, projections, forecasts or other material made available to Acquiror, confidential information memoranda or management interviews and presentations in expectation of the transactions contemplated by this Agreement and the Other Transaction Agreements.

III. REPRESENTATIONS AND WARRANTIES OF ACQUIROR

Acquiror hereby represents and warrants to Parent that, except as (i) set forth in the applicable section (or another section to the extent provided in Section 7.13) of the Acquiror Disclosure Letter or (ii) to the extent disclosed in, and reasonably apparent from, any report, schedule, form or other document filed with, or furnished to, the Commission by Acquiror and publicly available (other than any forward-looking

disclosures set forth in any risk factor section, any disclosures in any section relating to forward-looking statements and any other similar disclosures included therein to the extent that they are primarily cautionary in nature):

3.01 ***Due Organization, Good Standing And Corporate Power*** . (a) Acquiror and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation (except as would not have an Acquiror MAE), and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Acquiror and each of its Subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or licensed and in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE.

3.02 ***Authorization Of Agreement*** . The execution, delivery and performance of this Agreement and the Other Transaction Agreements by Acquiror and Merger Sub, and the consummation by Acquiror and Merger Sub of the Transactions, have been duly authorized and approved by their respective board of directors or board of managers (and this Agreement has been adopted by Acquiror as the sole member of Merger Sub), and, except for the Acquiror Stockholder Approval, no other corporate, limited liability company or stockholder action on the part of Acquiror or Merger Sub is necessary to authorize the execution, delivery and performance of this Agreement and the Other Transaction Agreements or the consummation of the Transactions. This Agreement and the Separation Agreement have been, and the Other Transaction Agreements, when executed, will be, duly executed and delivered by Acquiror and Merger Sub and to the extent that it is a party thereto each is (or when executed will be) a valid and binding obligation of Acquiror and Merger Sub, as applicable, enforceable against Acquiror and Merger Sub, as applicable, in accordance with their terms, subject to the Enforceability Exception.

3.03 ***Consents And Approvals; No Violations*** . Assuming (a) the filings required under the HSR Act are made and the waiting periods thereunder (if applicable) have been terminated or expired, (b) the consents from Governmental Authorities set forth on Section 2.03(b) of the Parent Disclosure Letter have been obtained, (c) the applicable requirements of the Securities Act and the Exchange Act are met, (d) the requirements under any applicable state securities or blue sky Laws are met, (e) the requirements of the NASDAQ in respect of the listing of the shares of Acquiror Common Stock to be issued hereunder are met, (f) the filing of the Certificate of Merger and other appropriate merger documents, if any, as required by the DGCL, are made, and (g) the Acquiror Stockholder Approval is obtained, the execution and delivery of this Agreement and the Other Transaction Agreements by Acquiror and Merger Sub, as applicable, and the consummation by Acquiror and Merger Sub of the Transactions do not and will not:
(i) violate or conflict with any provision of their respective certificates of incorporation or bylaws (or the comparable governing documents); (ii) violate or conflict with any Law or

Order of any Governmental Authority applicable to Acquiror or Merger Sub or by which any of their respective properties or assets may be bound; (iii) require any Governmental Approval; or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Security Interest upon any of the properties or assets of Acquiror or its Subsidiaries or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Acquiror Material Contract, excluding in the case of clauses (ii) through (iv) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Security Interests that would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE.

3.04 ***Broker's Or Finder's Fee*** . Neither Acquiror nor any of its Subsidiaries has any liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the transactions contemplated by this Agreement for which Parent or any of its Subsidiaries could become liable or obligated.

3.05 ***Capitalization*** . (a) The authorized capital stock of Acquiror consists of 100,000,000 shares of common stock, par value $0.001 per share (the " Acquiror Common Stock "), and 5,000,000 shares of preferred stock, par value $0.001 per share, of which 500,000 shares have been designated as "Series A Junior Participating Preferred Stock" (hereinafter referred to as " Acquiror Series A Preferred Stock "). As of the close of business on the last full Business Day that precedes the date of this Agreement (the " Measurement Date "), there were 22,016,945 shares of Acquiror Common Stock issued and outstanding (including shares of restricted Acquiror Common Stock), and 1,693,829 shares were reserved for issuance upon the exercise of outstanding options (the " Acquiror Options ") for Acquiror Common Stock and, between such date and the date hereof, Acquiror has not issued shares of Acquiror Common Stock other than pursuant to the exercise of such options to purchase shares of Acquiror Common Stock. All issued and outstanding shares of Acquiror Common Stock have been duly authorized and validly issued and are fully paid and nonassessable. One right to purchase one-hundredth of a share of Acquiror Series A Preferred Stock (each, an " Acquiror Right "), issued pursuant to the Rights Agreement dated as of April 29, 2005, between Acquiror and Equiserve Trust Company, N.A., a New York company (the " Acquiror Rights Agreement "), is associated with and will be attached to each share of Acquiror Common Stock issued as Merger Consideration. As of the date of this Agreement, and except for shares of Acquiror Common Stock issuable as of the Measurement Date pursuant to the Acquiror Rights Agreement and the Acquiror Options, there are no outstanding options, warrants, rights, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to Acquiror Common Stock or any capital stock equivalent (including shares of restricted Acquiror Common Stock) or other nominal interest in Acquiror or any of its Subsidiaries which relate to Acquiror (collectively, " Acquiror Equity Interests ") pursuant to which Acquiror or any of its Subsidiaries is or may become obligated to issue shares of its capital stock or other

equity interests or any securities convertible into, exchangeable for, or evidencing the right to subscribe for, any Acquiror Equity Interests. There are no outstanding obligations of Acquiror to repurchase, redeem or otherwise acquire any outstanding securities of Acquiror Equity Interests.

(b) The authorized capital stock of Merger Sub consists of one unit (" Merger Sub Unit "). As of the date hereof, there was one unit of Merger Sub Units issued and outstanding, which is owned by Acquiror.

(c) As of the Closing Date, the total number of shares of Acquiror Common Stock on a Fully Diluted Basis will be no greater than 24,710,774.

3.06 ***Intellectual Property*** . Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, (a) to Acquiror's Knowledge, the business of Acquiror and its Subsidiaries as currently conducted by Acquiror and its Subsidiaries does not infringe, misappropriate or otherwise violate any Intellectual Property right of any third party, (b) during the past two years no third party has made any written claim or demand or instituted any Action against Acquiror or any of its Subsidiaries, or to the Knowledge of Acquiror threatened the same, and neither Acquiror nor any of its Subsidiaries has received any written notice, that (i) challenges the rights of Acquiror or its Subsidiaries in respect of any of the Intellectual Property utilized by them or (ii) asserts that Acquiror or any of its Subsidiaries is or was infringing, misappropriating or otherwise violating the Intellectual Property rights of any third party, and (c) none of the Intellectual Property utilized by Acquiror is subject to any outstanding order, ruling, decree, judgment or stipulation by or with any Governmental Authority.

3.07 ***Litigation*** . There are no Actions pending against Acquiror or any of its Subsidiaries or, to the Knowledge of Acquiror, threatened against Acquiror or any of its Subsidiaries (or any of their respective properties, rights or franchises), at Law or in equity, or before or by any Governmental Authority or any arbitrator or arbitration tribunal, that have had or would reasonably be expected to have, individually or in the aggregate, an Acquiror MAE. Neither Acquiror nor any of its Subsidiaries is subject to any Order that has had or would reasonably be expected to have, individually or in the aggregate, an Acquiror MAE.

3.08 ***Compliance With Laws*** . (a) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, (i) Acquiror and its Subsidiaries are conducting their business in compliance with applicable Laws and (ii) at the Closing, Acquiror and its Subsidiaries will collectively hold, to the extent legally required, all Permits that are required for the operation of their business, and there will not have occurred any default under any such Permit. None of such Permits will lapse, terminate, expire or otherwise be impaired as a result of the consummation of the Transactions, except as would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror

MAE, Acquiror has not received any written notice from any Person since July 1, 2009 alleging non-compliance with any such Permit.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, since July 1, 2009, there has been no recall or withdrawal by Acquiror of any of its products.

3.09 *Contracts* . (a) Section 3.09 of the Acquiror Disclosure Letter lists each Contract to which Acquiror or any of its Subsidiaries is a party or by which any of them or any of their properties or assets may be bound (other than Contracts entered into after the date of this Agreement in accordance with Section 4.06), in each case that is (collectively, the " Acquiror Material Contracts "):

(i) a Contract containing covenants binding upon Acquiror or its Subsidiaries that restrict the ability of Acquiror or any of its Subsidiaries to compete or engage in any business or geographic area;

(ii) a Contract containing any "most favored nations", exclusivity or similar right in favor of any party other than Acquiror and its Subsidiaries with respect to any material goods or services sold or provided by Acquiror or its Subsidiaries;

(iii) a lease, sublease or similar Contract with any Person under which Acquiror or any of its Subsidiaries is a lessor or sublessor of, or makes available for use to any Person, any real property;

(iv) a lease, sublease or similar Contract with any Person under which (A) Acquiror or any of its Subsidiaries is lessee of, or holds or uses, any material machinery, equipment, vehicle or other tangible personal property owned by any Person or (B) Acquiror or any of its Subsidiaries is a lessor or sublessor of, or makes available for use by any Person, any material tangible personal property owned or leased by Acquiror or its Subsidiaries, in any such case which has an aggregate future liability or receivable, as the case may be, in excess of $2,000,000 in any calendar year and is not terminable by Acquiror or such Subsidiary by notice of not more than 60 days for a cost, individually or together with any similar Contract, of less than $2,000,000;

(v) a license agreement under which Acquiror or any of its Subsidiaries is licensee or licensor of any material Intellectual Property used in Acquiror's business;

(vi) a Contract (A) for the sale of any Subsidiary, (B) any asset or collection of assets for a consideration in excess of $2,000,000 or that has a fair market value in excess of $2,000,000, other than (1) Contracts for the sale of inventories (including any finished goods or work-in-process) and (2) Contracts for the sale of obsolete or unused equipment, in each case entered into in the ordinary course of business, or (C) with a customer involving the payment of more than $2,000,000 to such customer;

(vii) a Contract for the purchase of materials, supplies, goods, services, equipment or other assets that (A) is with any vendor from whom the Acquiror or its Subsidiaries purchased more than $2,000,000, in the aggregate, in the Acquiror's current fiscal year, or would reasonably be expect to provide for the purchase of more than $2,000,000 in the aggregate in any other fiscal year, and (B) is not terminable at will by Acquiror or any of its Subsidiaries on less than 60 days notice without penalty;

(viii) a Contract establishing or providing for any partnership, joint venture or material collaboration; or

(ix) a Contract that constitutes a "Material Contract" of Acquiror as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the Commission.

(b) To the Knowledge of Acquiror, each Acquiror Material Contract is in full force and effect and is enforceable by the Acquiror or one of its Subsidiaries in accordance with its terms, except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, each of Acquiror and its Subsidiaries has performed all obligations required to be performed by it to date under the Acquiror Material Contracts to which it is a party and is not (with or without the lapse of time or the giving of notice, or both) in breach or default thereunder. Acquiror has made available to Parent a true and correct copy of each Acquiror Material Contract not otherwise filed with the Commission and publicly available.

3.10 ***Employees And Employee Benefits***. (a) Acquiror will provide or make available to Parent copies of all material Acquiror Compensation And Benefit Plans within 30 calendar days following the date of this Agreement. For purposes of this Agreement, "Acquiror Compensation And Benefit Plans" means (i) all bonus, vacation, deferred compensation, pension, retirement, profit-sharing, thrift, savings, overtime, employee stock ownership, stock bonus, stock purchase, restricted stock, stock option, equity-based, incentive, retention, severance or change-in-control plans or other similar plans, policies, arrangements or agreements, (ii) all employment agreements, (iii) all medical, dental, disability, health and life insurance plans, sickness benefit plans, and (iv) all other employee benefit and fringe benefit plans, policies, arrangements or agreements, in the case of each of (i) through (iv), either (1) maintained or contributed to by Acquiror or any of its Subsidiaries for the benefit of any of their employees or consultants or any of their beneficiaries as of the date of this Agreement or (2) pursuant to which Acquiror or any of its Subsidiaries may have any Liability.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, each Acquiror Compensation And Benefit Plan has been and is being administered in accordance with the terms thereof and all applicable Law. Each Acquiror Compensation And Benefit Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) and is

intended to be qualified under Section 401(a) of the Code is so qualified and has received a favorable determination letter from the Internal Revenue Service, and to the Knowledge of Acquiror, there are no circumstances which are reasonably likely to result in the revocation or denial of any such favorable determination letter.

(c) Neither the execution or delivery of this Agreement nor the consummation of any of the transactions contemplated by this Agreement will, either alone or in conjunction with any other event (whether contingent or otherwise), (i) result in any material payment or benefit becoming due or payable, or required to be provided, to any current or former director, executive officer or group of employees of Acquiror or any of its Subsidiaries, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any current or former director, executive officer or group of employees, or result in the acceleration or the time of payment, vesting or funding of any such benefit or compensation, or (iii) result in any amount failing to be deductible by reason of Section 280G of the Code. No Acquiror Compensation And Benefit Plan provides for a "gross up" or similar payments in respect of any taxes that may become payable under Section 4999 or Section 409A of the Code.

(d) No Acquiror Compensation And Benefit Plan provides for life, medical or dental benefits to retired employees, other than as required under Section 4980B of the Code or other applicable Law.

(e) Since June 30, 2008 through the date of this Agreement, (i) there has not been any labor strike, work stoppage or lockout with respect to the business of Acquiror and its Subsidiaries, (ii) neither Acquiror nor Merger Sub has received written notice of any unfair labor practice charges against Acquiror or any of its Subsidiaries that are pending before the National Labor Relations Board or any similar state, local or foreign Governmental Authority, and (iii) neither Acquiror nor Merger Sub has received written notice of any suits, actions or other proceedings in connection with the business of Acquiror or any of its Subsidiaries that are pending before the Equal Employment Opportunity Commission or any similar state, local or foreign Governmental Authority responsible for the prevention of unlawful employment practices, including under applicable employment standards and human rights Laws, except, in the case of each of clauses (i), (ii) and (iii) above, for any such matters that have not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE.

(f) Neither Acquiror nor any of its ERISA Affiliates, or any of their respective predecessors, contributes to, has ever contributed to, has ever been required to contribute to, or otherwise participates in or participated in, or in any way, directly or indirectly, has any Liability with respect to (i) any multiemployer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA or Section 414(f) of the Code, (ii) any multiple employer plan within the meaning of Section 4063 or Section 4064 of ERISA or Section 413(c) of the Code, or (iii) any employee benefit plan, fund, program, contract or arrangement that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA. Neither Acquiror nor any of its ERISA Affiliates have incurred any Liability

under Title IV of ERISA that has not been satisfied in full, and there is no risk that Acquiror or any of its ERISA Affiliates will incur any Liability under Title IV of ERISA.

3.11 ***Acquiror SEC Filings; Financial Statements; Absence of Changes.*** (a) Acquiror has timely filed, and will after the date of this Agreement timely file, all registration statements, prospectuses, forms, reports and documents and related exhibits required to be filed by it under the Securities Act or the Exchange Act, as the case may be, since July 31, 2010 (collectively, including all Commission filings filed after the date of this Agreement and prior to the Closing, the " Acquiror SEC Filings "). The Acquiror SEC Filings (i) were prepared or will after the date of this Agreement be prepared in all material respects in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and (ii) did not at the time they were filed and will not when filed after the date of this Agreement contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No Subsidiary of Acquiror is subject to the periodic reporting requirements of the Exchange Act.

(b) Each of the consolidated financial statements of Acquiror (including, in each case, any notes thereto) contained in the Acquiror SEC Filings was prepared in accordance with GAAP, consistently applied (except as may be indicated in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q under the Exchange Act and the absence of footnote disclosures and normal and recurring adjustments, which are not material, individually or in the aggregate), and each presented fairly in all material respects the consolidated financial position and results of operations of Acquiror and its consolidated Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited statements, to normal and recurring adjustments, which are not material, individually or in the aggregate).

(c) Except as and to the extent set forth on the consolidated balance sheet of Acquiror as of the end of the fiscal quarter ended on January 31, 2011, including the notes thereto, neither Acquiror nor any of its Subsidiaries have any Liabilities that would be required to be reflected on a balance sheet or in the notes thereto prepared in accordance with GAAP, except for Liabilities incurred since January 31, 2011, in the ordinary course of business or that have not caused, individually or in the aggregate, an Acquiror MAE.

(d) Since January 31, 2011, there has not occurred any event, occurrence or condition which has had or would reasonably be expected to have, individually or in the aggregate, an Acquiror MAE.

3.12 ***Taxes*** . Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, (a) none of the assets of Acquiror or any of its Subsidiaries is subject to any Security Interest for Taxes and no outstanding claims for Taxes have been asserted in writing with respect to Acquiror or any of its Subsidiaries, (b) Acquiror and its Subsidiaries have paid or withheld all Taxes,

including withholding Taxes, required to be paid or withheld by them, (c) neither Acquiror nor any of its Subsidiaries has distributed stock of another Person or had its stock distributed by another Person in a transaction that was intended to be governed in whole or in part by Section 355 of the Code in the two years prior to the date of this Agreement, and (d) neither Acquiror nor any of its Subsidiaries has taken or agreed to take any action or knows of any fact, agreement, plan or other circumstance that has prevented, or would reasonably be expected to prevent, the Intended Tax-Free Treatment.

3.13 ***Title to Properties; Security Interests*** . Except as has not had, and would not reasonably likely to have, individually or in the aggregate, an Acquiror MAE, Acquiror and its Subsidiaries have good and valid title to, or valid leasehold interests in or valid right to use, all of their assets, in each case as such property is currently being used, subject to no Security Interests, except for Permitted Encumbrances.

3.14 ***Information To Be Supplied*** . The information supplied or to be supplied by Acquiror for inclusion in the Acquiror Filings to be filed with the Commission will not, on the date of its filing or, in the case of the Acquiror Form S-4 or the Wimbledon Form S-1/S-4, at the time it becomes effective under the Securities Act or Exchange Act, as applicable, or on the dates the Proxy Statement is mailed to the Acquiror Stockholders and at the time of the Acquiror Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

3.15 ***Voting Requirements; Approval; Board Approval*** . (a) The only votes of any class or series of Acquiror's capital stock necessary to approve this Agreement, the Other Transaction Agreements and the Transactions are the affirmative vote by the holders of a majority of the shares present or represented by proxy at a meeting of Acquiror's stockholders at which a quorum is present (the " Acquiror Stockholder Approval ").

(b) The board of directors of Acquiror has, at a meeting duly called and held, by unanimous vote, (i) approved this Agreement, the Other Transaction Agreements, and the Transactions and (ii) resolved to recommend that the Acquiror Stockholders approve the Acquiror Stock Issuance.

3.16 ***Acquiror Rights Agreement*** . None of the execution and delivery of this Agreement, the Other Transaction Agreements and the consummation of the Transactions, will cause (i) the Acquiror Rights to become exercisable under the Acquiror Rights Agreement, (ii) Parent or any of its Subsidiaries or, based on publicly available information, shareholders to be deemed an "Acquiring Person" (as defined in the Acquiror Rights Agreement), (iii) any triggering event as set forth in the Acquiror Rights Agreement, or (iv) the "Shares Acquisition Date" or the "Distribution Date" (each as defined in the Acquiror Rights Agreement) to occur upon any such event. A true and complete copy of the Acquiror Rights Agreement, as amended to date, is filed with the

Commission as an exhibit to Acquiror's most-recently filed Form 10-K available on the Commission's website.

3.17 ***Fairness Opinion*** . Acquiror has received the opinion of Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated as of April 4, 2011, to the effect that, as of such date, the Exchange Ratio is fair, from a financial point of view, to Acquiror.

3.18 ***Contemplated Acquiror Financing*** . Attached hereto as Exhibit C is a true and complete fully executed copy of the Acquiror Commitment Letter relating to the credit facility that Acquiror contemplates entering into in connection with the Transactions. As of the date of this Agreement, Acquiror does not have any reason to believe that any of the conditions to the refinancing of Acquiror's existing bank facility therein contemplated (the " Acquiror Financing ") will not be satisfied or that (provided conditions therein are satisfied) any financing to be provided in connection therewith will not be made available to Acquiror at the Closing.

3.19 ***Real Property*** . (a) Section 3.19 of the Acquiror Disclosure Letter sets forth a true and complete list of (i) all material real property and interests in real property owned in fee by Acquiror or any of its Subsidiaries (the " Acquiror Owned Real Property ") and (ii) any material real property leases or subleases to which the Acquiror or any of its Subsidiaries is a lessee (the " Acquiror Real Property Leases ").

(b) Each Acquiror Real Property Lease is a valid and binding agreement of Acquiror or its Subsidiary that is a party thereto and, to the Knowledge of Acquiror, is in full force and effect and enforceable by Parent or such Subsidiary in accordance with its terms, except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, each of Acquiror and its Subsidiaries has performed all obligations required to be performed by it to date under the Real Property Leases to which it is a party and is not (with or without the lapse of time or the giving of notice, or both) in breach or default thereunder.

(c) Acquiror or a Subsidiary of Acquiror has fee title to all Acquiror Owned Real Property, subject to no Security Interests except for Permitted Encumbrances.

3.20 ***Environmental Matters*** . Notwithstanding any other representation or warranty contained in this Article III , the representations and warranties contained in this Section 3.20 constitute the sole and exclusive representations and warranties of Acquiror relating to compliance with or Liability under any Environmental Law, Releases of Hazardous Materials and any other environmental matters. Except as disclosed in any environmental reports and documents made available to Parent prior to the date of this Agreement or as would not reasonably be expected to have, individually or in the aggregate, an Acquiror MAE, to Acquiror's Knowledge:

(a) Acquiror and its Subsidiaries are in compliance with all Environmental Laws and any Permits required pursuant to Environmental Law;

(b) neither Acquiror nor any of its Subsidiaries has received any pending Environmental Claim or written notice of any threatened Environmental Claim;

(c) neither Acquiror nor any of its Subsidiaries has entered into or is subject to any outstanding Order under any Environmental Law; and

(d) neither Acquiror nor any of its Subsidiaries has Released any Hazardous Materials at any Owned Real Property or Leased Real Property in a manner that requires remediation under any Environmental Laws.

3.21 ***No Other Representations or Warranties*** . Except for the representations and warranties of Acquiror expressly set forth in this Agreement and the Other Transaction Agreements, neither the Acquiror nor any other Person makes any other express or implied representation or warranty on behalf of Acquiror or any of its Subsidiaries with respect to the Acquiror or the transactions contemplated by this Agreement and the Other Transaction Agreements. The representations and warranties made in this Agreement and the Other Transaction Agreements with respect to the Acquiror and the transactions contemplated by this Agreement and the Other Transaction Agreements are in lieu of all other representations and warranties Acquiror and its Subsidiaries might have given Parent, including implied warranties of merchantability and implied warranties of fitness for a particular purpose. Parent acknowledges that all other warranties that Acquiror and its Subsidiaries or anyone purporting to represent Acquiror and its Subsidiaries gave or might have given, or which might be provided or implied by applicable Law or commercial practice, with respect to Acquiror, are hereby expressly excluded. Parent acknowledges that, except as provided herein or in the Other Transaction Agreements, neither Acquiror nor any of its Subsidiaries nor any other Person acting on their behalf will have or be subject to any Liability or indemnification obligation to Parent or any other Person acting on its behalf resulting from the distribution in written or oral communication to Parent, or use by Parent of, any information, documents, projections, forecasts or other material made available to Parent, confidential information memoranda or management interviews and presentations in expectation of the transactions contemplated by this Agreement and the Other Transaction Agreements.

IV. COVENANTS

4.01 ***Conduct Of Snacks Business Pending The Closing*** . (a) Except as contemplated by this Agreement or any Other Transaction Agreement and except as set forth in Section 4.01 of the Parent Disclosure Letter, between the date of this Agreement and the Closing, Parent and each of its Subsidiaries will conduct the Snacks Business in all material respects only according to the ordinary and usual course of business consistent in all material respects with past practice (except to the extent expressly provided otherwise in this Agreement or any Other Transaction Agreement or as consented to in writing by Acquiror). Notwithstanding the preceding sentence, between the date of this Agreement and the Closing, Parent may take such actions as it determines in good faith are commercially reasonable to respond to events resulting, in whole or in part, from the announcement of this Agreement and to preserve the Snacks

Business and existing employee, customer and supplier relationships (including replacing any key employees of the Snacks Business who cease to be employed by Parent and its Subsidiaries). For purposes of the foregoing sentence, a determination as to whether a particular employee is a "key" employee will be made by Parent in good faith and Parent will be permitted to use a non-Wimbledon Employee (a " Temporary Employee ") to replace such identified key employee for purposes of satisfying its obligations under this Section 4.01 . For the avoidance of doubt, a Temporary Employee will not be deemed to be a Wimbledon Employee unless mutually agreed to by Parent and Acquiror.

(b) Between the date of this Agreement and the Effective Time, neither Parent nor any of its Subsidiaries will take any action, cause any action to be taken, fail to take any action or fail to cause any action to be taken, which action or failure to act could (i) cause the Merger to fail to qualify as a reorganization under Section 368(a) of the Code or (ii) cause (x) gain or loss to be recognized by the Parent shareholders in connection with the Distribution or (y) gain or loss to be recognized by Parent in connection with the Distribution (other than with respect to a portion of the Recapitalization Amount). For the avoidance of doubt, this Section 4.01(b) will not be deemed to require Parent to obtain a private letter ruling from the Internal Revenue Service in respect of the Tax treatment to be accorded to the Transactions, and the parties acknowledge that no such private letter ruling is contemplated to be obtained in connection herewith.

(c) Without limiting the generality of Section 4.01(a) or Section 4.01(b) and except as otherwise provided in this Agreement, required by Law or set forth on Section 4.01 of the Parent Disclosure Letter, Parent will not, without the prior written consent of Acquiror (which consent in the case of clauses (iv), (v) or (vi) below and in the case of clause (vii) insofar as it relates to clauses (iv), (v) or (vi) will not be unreasonably withheld, conditioned or delayed), nor will it permit any of its Subsidiaries to:

(i) sell, pledge, dispose of, grant, transfer, lease, license, guarantee, encumber or authorize the sale, pledge, disposition, grant, transfer, lease, guarantee or encumbrance of any Assets that are (or would otherwise be) Wimbledon Assets (other than inventory) pursuant to the Separation Agreement other than in the ordinary course of business and consistent in all material respects with past practice, including any Contract for the sale of obsolete or unused equipment.

(ii) (A) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any Person or any division thereof or any assets that would be Wimbledon Assets, other than in the ordinary course of business in a manner consistent in all material respects with past practice or (B) other than Liabilities that would not be included in the Wimbledon Liabilities, incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person for borrowed money;

(iii) issue or authorize the issuance of any shares of Wimbledon Common Stock or any Wimbledon Equity Interests, except as expressly provided in this Agreement and the Other Transaction Agreements;

(iv) in the case of each of the following to the extent it relates solely to the Snacks Business, (A) make a material change in its accounting or Tax reporting or accounting principles, methods or policies, except as required by a change in GAAP, (B) make, change or revoke any material Tax election or method of accounting on which Tax reporting is based, (C) settle or compromise any material Tax claim or Liability, or enter into any material Tax closing agreements, or (D) amend any Tax Return if, with respect to (B), (C) and (D), any such action would increase the Wimbledon Entities' Tax obligations following the Closing;

(v) adopt or amend any Compensation And Benefit Plans or increase the salaries, wage rates, target bonus opportunities or equity based compensation of Wimbledon Employees, in each case except (A) in the ordinary course of business consistent with past practice as applicable generally to Parent Group employees in the relevant jurisdictions, (B) in connection with the adoption or amendment of Compensation And Benefit Plans (or other practices) that are applicable generally to Parent Group employees in the relevant jurisdictions, or (C) as required (1) to comply with applicable Law, (2) by the terms of any Compensation And Benefit Plan in effect on the date hereof or (3) by the terms of any agreement of Parent or any of its Subsidiaries in effect on the date hereof, the existence of which agreement does not constitute a breach of any representation, warranty or covenant in this Agreement;

(vi) amend, modify, terminate (partially or completely), grant any waiver under or give any consent with respect to, or enter into any agreement to amend, modify, terminate (partially or completely), grant any waiver under or give any consent with respect to, any of the Wimbledon Material Contracts (excluding for this purpose Other Wimbledon Material Contracts) or enter into any Contract that if in effect on the date hereof would be a Wimbledon Material Contract (excluding for this purpose Other Wimbledon Material Contracts); or

(vii) agree, in writing or otherwise, to take any of the foregoing actions.

4.02 ***Efforts To Close; Antitrust Clearance*** . (a) In addition to the actions specifically provided for elsewhere in this Agreement or in any Other Transaction Agreement, each of the Parties will cooperate with each other and use (and will cause their respective Subsidiaries and Affiliates to use) their reasonable best efforts, prior to, at and after the Closing Date, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or Contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Other Transaction Agreements as promptly as practicable; provided , however , that (i) the level of efforts required to be utilized in connection with the Wimbledon Transfer will be as set forth in the Separation Agreement, (ii) Parent will not be required to make any payments, incur any Liability, or

offer or grant any accommodation (financial or otherwise) to any third party in connection with obtaining any Consent, (iii) Parent will not be required to offer or agree to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Closing any Assets, licenses, operations, rights, products lines, business or interests therein of Parent or any of its Affiliates or agree to make any material changes or restriction on, or other impairment of Parent's or Affiliates' ability to own, operate or exercise rights in respect of, such sets, licenses, operations, rights, products lines, business or interests therein, (iv) Acquiror will not be required to offer or agree to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Closing any Assets, licenses, operations, rights, products lines, business or interests therein of Parent or any of its Affiliates or Acquiror or any of its Affiliates or agree to make any material changes or restriction on, or other impairment of Acquiror's or its Affiliates' (including after the Closing, any member of the Wimbledon Group) ability to own, operate or exercise rights in respect of, such sets, licenses, operations, rights, products lines, business or interests therein where the effect of such sale, divestiture, license, transfer, disposition, encumbrance, hold separate arrangement or other restriction would be materially adverse to the business, financial condition or results of operations of Acquiror and its Affiliates (including after the Closing, the Wimbledon Group), taken as a whole, and (v) for the avoidance of doubt, this Section 4.02 will not be deemed to limit in any respect Parent's exercise of discretion under Section 1.03 or Section 1.04 .

(b) Parent and Acquiror will comply fully with all applicable notification, reporting and other requirements. Parent and Acquiror, within 30 Business Days after the date of this Agreement, will file the required notifications with the appropriate Governmental Authorities pursuant to and in compliance with the HSR Act and make other filings under Antitrust Laws in accordance with Schedule 4.02(b) . Parent and Acquiror will as soon as practicable file any additional information reasonably requested by any Governmental Authority.

(c) Subject to the limitations set forth in Section 4.02(a) and 4.02(d) , Parent and Acquiror will each use its reasonable best efforts to obtain, as soon as practicable, the Governmental Approvals that may be or become necessary for the performance of its obligations under this Agreement, the Other Transaction Agreements and the consummation of the Transactions and will cooperate fully with each other in promptly seeking to obtain such Governmental Approvals.

(d) In furtherance and not in limitation of the covenants contained in Section 4.02(c) , Acquiror will offer to take (and if such offer is accepted, commit to take) all necessary steps to eliminate impediments under any Antitrust Law that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby and to prevent the entry of any Order sought by any Governmental Authority or private Person under any Antitrust Law that would result in the failure of any condition to the obligations of the Parties to consummate the Transactions to be satisfied; provided , however , that Acquiror will be permitted to take such actions as it may deem desirable to avoid the entry of, or to have vacated or terminated, any order under any Antitrust Law that would restrain or prevent the Closing, including defending through litigation

any claim asserted in any court or proceeding by any Person. If Acquiror is not able to avoid the entry of any order under any Antitrust Law that would restrain or prevent the Closing from occurring prior to the End Date, then Acquiror will propose, negotiate, cooperate with Parent, and effect (or permit Parent to effect), by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of such assets or businesses of the Snacks Business (or otherwise take any action that limits the freedom of action with respect to, or its ability to retain, any of its businesses, product lines, or assets or those of the Snacks Business) as may be required in order to avoid the entry of, or to effect the dissolution of, any Order (whether temporary, preliminary or permanent), which would otherwise have the effect of preventing the consummation of the transactions contemplated hereby prior to the End Date; provided , however , that Acquiror will not be required to offer or agree to sell, divest, dispose of or take such other action where the effect of such sale, divestiture, disposition or other action would be materially adverse to the business, financial condition or results of operations of Acquiror and its Affiliates (including after the Closing, the Wimbledon Group), taken as a whole.

4.03 ***Public Announcements*** . Parent and Acquiror agree that the press release announcing the execution and delivery of this Agreement and the Transactions will be in the form attached as Exhibit D and the investor presentation to be utilized by Acquiror with respect to the Transactions (together with such press release, the " Transaction Announcements ") will be in the form attached as Exhibit D . The Parties further agree that the Acquiror investor presentation to be made in connection with the announcement of the Transactions will be in substantially the form included in Exhibit D and that both the initial press release and the investor presentation concerning the Transactions will be filed by Acquiror as exhibits to a Form 8-K filing promptly after the execution of this Agreement. From the date hereof through the Closing, and without limiting the effect of Section 4.13 , neither Parent nor Acquiror will publish any press releases, or publish any other public statements (including to securities analysts) that contradicts any Transaction Announcement with respect to this Agreement, the Other Transaction Agreements and the Transactions (or the portion thereof relating to this Agreement, the Other Transaction Agreements and the Transactions) without the prior approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed, except as such Party determines in good faith may be required by Law in connection with actions taken pursuant to Section 4.10 hereof or by obligations pursuant to any listing agreement with any national securities exchange. Except as Parent determines in good faith to be required by Law, in the event Parent elects to pursue the Exchange Offer, Parent will not publish any press release or publish any other public statement announcing the terms of the Exchange Offer prior to the commencement of the Exchange Offer.

4.04 ***Notification of Certain Matters*** . (a) Each of Parent and Acquiror will give prompt written notice to the other of (i) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with the Transactions, (ii) any Action commenced or threatened in writing against, relating to or involving or otherwise affecting it or any of its Subsidiaries that relate to the consummation of the Transactions, and (iii) any change that is reasonably expected to

have, individually or in the aggregate, a Snacks Business MAE or reasonably expected to have, individually or in the aggregate, an Acquiror MAE, as the case may be.

(b) Prior to the Closing, Parent may deliver to Acquiror supplements or updates to the sections of the Parent Disclosure Letter and the Schedules attached to the forms of TSA and Facilities Agreement which this Agreement, the Separation Agreement or the Parent Disclosure Letter, as applicable, explicitly provides may be supplemented or updated; provided , however , that no such supplement or update will be considered for purposes of determining whether the condition set forth in Section 5.02(c) has been satisfied.

4.05 ***Financial Statements*** . (a) As soon as reasonably practicable after the date of this Agreement, and using reasonable best efforts to do so, Parent will provide Acquiror with (i) the audited combined financial statements of the Snacks Business, including the combined balance sheets of the Snacks Business as of June 30, 2009 and June 30, 2010, and the combined statements of income, equity and cash flows of the Snacks Business for the fiscal years ended June 30, 2008, June 30, 2009 and June 30, 2010 (collectively, the " Audited Financial Statements "), (ii) the unaudited combined statements of income, equity and cash flows of the Snacks Business for the six-month periods ended December 31, 2010 and December 31, 2009, and (iii) the unaudited combined balance sheet of the Snacks Business as of December 31, 2010, in each case together with the notes thereto, prepared in all material respects in accordance with GAAP and the rules and regulations of the Commission and which present fairly in all material respects the combined financial position and combined results of operations of the Snacks Business as of and for the periods shown therein.

(b) Parent will prepare and furnish to Acquiror copies of combined financial statements of the Snacks Business as of and for the periods ending March 31, 2011, June 30, 2011 and any subsequent fiscal periods for which financial statements are required to be included in the documents referred to in Section 4.08 prepared in accordance with GAAP and the rules and regulations of the Commission and, in the case of the combined financial statements of the Snacks Business as of and for the year ending June 30, 2011, will be accompanied by a report of the independent accountants for the Snacks Business. Parent acknowledges that Acquiror's ability to comply with its obligations under Section 4.08 depend, in part, on Parent's timely compliance with this Section 4.05 , and therefore Acquiror will be afforded a reasonable period to comply with such obligations based upon the timing of Parent providing the financial statements herein contemplated.

4.06 ***Conduct of Acquiror Pending The Closing*** . (a) Except as contemplated by this Agreement or any Other Transaction Agreement and except as set forth in Section 4.06 of the Acquiror Disclosure Letter, between the date of this Agreement and the Closing, Acquiror and each of its Subsidiaries will conduct their respective operations in all material respects only according to the ordinary and usual course of business consistent in all material respects with past practice (except to the extent expressly provided otherwise in this Agreement or as consented to in writing by Acquiror).

(b) Between the date of this Agreement and the Effective Time, neither Acquiror nor any of its Subsidiaries will take any action, cause any action to be taken, fail to take any action or fail to cause any action to be taken, which action or failure to act could (i) cause the Merger to fail to qualify as a reorganization under Section 368(a) of the Code or (ii) cause (x) gain or loss to be recognized by the Parent shareholders in connection with the Distribution or (y) gain or loss to be recognized by Parent in connection with the Distribution. For the avoidance of doubt, this Section 4.06(b) will not be deemed to require Acquiror to obtain a private letter ruling from the Internal Revenue Service in respect of the Tax treatment to be accorded to the Transactions, and the Parties acknowledge that no such private letter ruling is contemplated to be obtained in connection herewith.

(c) Without limiting the generality of Sections 4.06(a) and 4.06(b) , and except as otherwise provided in this Agreement, required by Law or set forth on Section 4.06 of the Acquiror Disclosure Letter, before the Closing, Acquiror will not, without the prior written consent of Parent (which consent will, in the case of clauses (iv) and (v) below and in the case of clause (vi) insofar as it relates to clauses (iv) and (v), not be unreasonably withheld, conditioned or delayed), nor will it permit any of its Subsidiaries to:

(i) amend or otherwise change its articles of incorporation or bylaws, except as expressly contemplated by this Agreement;

(ii) declare, set aside, make or pay any dividends or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (other than (x) regular quarterly cash dividends not in excess of $0.05 per share of Acquiror Common Stock declared and paid in the ordinary course and consistent with past practice, (y) dividends payable by a wholly owned Subsidiary of Acquiror to Acquiror or another wholly owned Subsidiary), enter any agreement with respect to the voting of its capital stock or purchase or otherwise acquire, directly or indirectly, any Acquiror Equity Interests and (z) repurchases of shares of Acquiror Common Stock pursuant to restricted stock purchase agreements or stock option exercise agreements under which Acquiror has the right to repurchase such shares;

(iii) reclassify, combine, split or subdivide, directly or indirectly, any of its capital stock, or issue or authorize the issuance of any shares of Acquiror Common Stock or any other Acquiror Equity Interests, other than in connection with the exercise of currently outstanding stock options and equity awards under existing Acquiror Compensation And Benefit Plans or the grant of new equity awards to service providers of Acquiror in an amount not to exceed 1,000,000 shares of Acquiror Common Stock in the aggregate;

(iv) sell, pledge, dispose of, grant, transfer, lease, license, guarantee, encumber or authorize the sale, pledge, disposition, grant, transfer, lease, guarantee or encumbrance of any assets, other than (x) in the ordinary course of business and consistent in all material respects with past practice or (y) not in the ordinary course of business consistent with past practice but not in excess of

$1,000,000 individually or in the aggregate other than the grant of any Security Interests securing obligations pursuant to the Credit Agreement or any refinancing thereof;

(v) (A) other than (x) in the ordinary course of business in a manner consistent in all material respects with past practice, or (y) not in the ordinary course of business consistent with past practice but not in excess of $1,000,000 in the aggregate after the date of this Agreement, acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any Person or any division thereof or any assets; or (B) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person for borrowed money, except for (1) indebtedness for borrowed money incurred in the ordinary course of business or in connection with transactions otherwise permitted by this Agreement or any Other Transaction Agreement, (2) indebtedness incurred to refinance any existing indebtedness, or (3) other indebtedness for borrowed money under existing credit facilities;

(vi) (A) make a material change in its accounting or Tax reporting principles, methods or policies, except as required by a change in GAAP, (B) make, change or revoke any material Tax election or method of accounting on which Tax reporting is based, (C) settle or compromise any material Tax claim or Liability, or enter into any material Tax closing agreements, or (D) amend any Tax Return if, with respect to (B), (C) and (D), any such action would increase the Tax obligations of Acquiror or any of its Subsidiaries following the Closing; or

(vii) agree, in writing or otherwise, to take any of the foregoing actions.

4.07 ***Access; Permits*** . (a) From the date hereof to the Effective Time, to the extent permitted by Law, each of Parent and Acquiror will allow all designated officers, attorneys, accountants and other representatives of Parent or Acquiror, as the case may be, access at reasonable times upon reasonable notice and in a manner as will not adversely impact the conduct of the business of either Party or the Snacks Business to the personnel, records files, correspondence, audits and properties, as well as to all information relating to commitments, contracts, coupon activities, promotional programs, titles and financial position, or otherwise pertaining to the business and affairs of the Snacks Business and Acquiror and its Subsidiaries, as the case may be, including as to matters that might arise outside the ordinary course of business; provided , however , that (i) no investigation pursuant to this Section 4.07 will affect any representation or warranty given by any Party hereunder and (ii) that notwithstanding the provision of information or investigation by any Party, no Party will be deemed to make any representation or warranty except as expressly set forth in this Agreement. Notwithstanding the foregoing, (A) no Party will be required to provide any information which it determines in good faith it may not provide to the other Party by reason of applicable Law (including any information in confidential personnel files), which such Party determines in good faith constitutes information protected by attorney/client privilege or which it is required to keep confidential by reason of Contracts with third

parties, (B) Parent will not be required to provide access to any performance review materials or any information from personnel files that relates to an employee's participation in bonus plans and similar incentive compensation arrangements (other than individual bonus opportunities based on target bonus as a percentage of base salary), and (C) no Party will be required to provide access to any of its properties if such access results in damage to such property or if such access is for the purpose of performing any onsite procedure or investigation (including any Phase II or other onsite environmental investigation or study), without that Party's written consent, which the Party may grant or deny in its sole discretion; provided , however , that the Parties will reasonably cooperate to permit Acquiror to conduct a Phase I environmental review of the Owned Real Property. The Parties will make reasonable and appropriate substitute disclosure arrangements under circumstances in which the restrictions in clauses (A) through (C) of the preceding sentence apply. Each of Parent and Acquiror agrees that it will not, and will cause its respective Representatives not to, use any information obtained pursuant to this Section 4.07 for any purpose unrelated to the consummation of the Transactions. All information provided by a Party to the other Party hereunder will be kept confidential to the same extent as would be applicable if the Confidentiality Agreements were in effect.

(b) Prior to the Closing, Parent and Acquiror will cooperate in good faith to identify all material Permits required to operate the Snacks Business as currently conducted. To the extent any Permit so identified is not exclusive to the Snacks Business, and solely to the extent permitted by applicable Law, Parent will provide Acquiror with reasonable cooperation and assistance in Acquiror's efforts to obtain replacement Permits.

4.08 ***Preparation of SEC Filings*** . As soon as practicable following the date of this Agreement, to the extent such filings are required by applicable Law, Parent and Acquiror will jointly prepare, and (i) Acquiror will file with the Commission a registration statement on Form S-4 (the " Acquiror Form S-4 ") to register the shares of Acquiror Common Stock to be issued in the Merger, and a proxy statement (the " Proxy Statement ") relating to the Acquiror Stockholder Approval (which Proxy Statement will be included in the Acquiror Form S-4), (ii) Wimbledon will file with the Commission a registration statement on Form 10 or Form S-1, as applicable, and/or a registration statement on Form S-4 (the " Wimbledon Form S-1/S-4 ") to register the shares of Wimbledon Common Stock to be distributed in the Distribution, (iii) after the Acquiror Form S-4 and the Wimbledon Form S-1/S-4 have been declared effective, Parent will file with the Commission a Schedule TO (the " Schedule TO ") if Parent elects to effect the Distribution in whole or in part by means of an Exchange Offer, and (iv) the Parties will file such other appropriate documents as may be applicable. Each of Parent and Acquiror will use their best efforts to have the Wimbledon Form S-1/S-4, the Acquiror Form S-4 and other registration statements as may be required declared effective under the Exchange Act or Securities Act, as applicable, as promptly as practicable after such filing. Acquiror will use its best efforts to cause the Proxy Statement to be mailed to Acquiror's stockholders as promptly as practicable after the Wimbledon Form S-1/S-4 and the Acquiror Form S-4 are declared effective under the Securities Act. Each of Acquiror and Parent will also take any action (other than qualifying to do business in any

jurisdiction in which it is not now so qualified) required to be taken under any applicable state securities Laws in connection with, in the case of Acquiror, the issuance of Acquiror Common Stock in the Wimbledon Merger and, in the case of Parent, the issuance of Wimbledon Common Stock in the Distribution. Parent will furnish all information concerning Parent and Wimbledon, and Acquiror will furnish all information concerning Acquiror and Merger Sub, as may be reasonably requested in connection with any such action and the preparation, filing and distribution of the Proxy Statement, the Acquiror Form S-4, the Wimbledon Form S-1/S-4 and the Schedule TO. No filing of, or amendment or supplement to the Proxy Statement or the Acquiror Form S-4 will be made by Acquiror, no filing of, or amendment or supplement to, the Wimbledon Form S-1/S-4 will be made by Wimbledon and no filing of, or amendment or supplement to, the Schedule TO will be made by Parent, in each case without providing the other Parties a reasonable opportunity to review and comment thereon. If at any time prior to the Effective Time any information relating to Parent or Acquiror or any of their respective Affiliates, officers or directors should be discovered by Parent or Acquiror which should be set forth in an amendment or supplement to any of the Proxy Statement, the Acquiror Form S-4, the Wimbledon Form S-1/S-4 or the Schedule TO, so that any such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information will promptly notify the other Parties and an appropriate amendment or supplement describing such information will be promptly filed with the Commission and, to the extent required by Law, disseminated to the applicable stockholders. The Parties will notify each other promptly of the receipt of any comments from the Commission or its staff and of any request by the Commission or its staff for amendments or supplements to the Proxy Statement, the Acquiror Form S-4, the Wimbledon Form S-1/S-4 or the Schedule TO or for additional information and will supply each other with copies of all correspondence between it or any of its representatives, on the one hand, and the Commission or its staff, on the other hand, with respect thereto and will respond as promptly as practicable to any such comments or requests.

4.09 *Acquiror Stockholder Meeting* . Following the date of this Agreement, in compliance with applicable Law, Acquiror and Parent will, acting in good faith, mutually agree upon a meeting date and record date for a meeting of the Acquiror Stockholders, and Acquiror will establish such record date for, duly call, give notice of, convene and hold such meeting of the Acquiror Stockholders (the " Acquiror Stockholder Meeting ") for the purpose of obtaining the Acquiror Stockholder Approval. For the avoidance of doubt, the Parties acknowledge that Acquiror may also propose for consideration at the Acquiror Stockholder Meeting the election of directors, an increase in the authorized number of shares reserved under Acquiror's 2005 Equity Incentive Plan or an increase in authorized common stock; provided , however , that (a) Acquiror's obligations under this Agreement or any Other Transaction Agreement will not be subject to stockholder approval of any such other matter and (b) Acquiror will not postpone the Acquiror Stockholder Meeting to solicit proxies for any matter other than obtaining the Acquiror Stockholder Approval. Acquiror may adjourn or postpone the Acquiror Stockholder Meeting (i) to the extent necessary to ensure that any supplement or amendment to the Proxy Statement that it determines in good faith is required by Law (which determination

will not be made until after consultation with Parent, except with respect to any Acquisition Takeover Proposal or as otherwise provided in Section 4.10) to be provided to the Acquiror Stockholders in advance of the Acquiror Stockholder Meeting, (ii) if, as of the time that the Acquiror Stockholder Meeting is originally scheduled, there are insufficient shares of Acquiror Common Stock represented (either in person or proxy) to constitute a quorum necessary to conduct the business of the Acquiror Stockholder Meeting, or (iii) if, as of the time that the Acquiror Stockholder Meeting is originally scheduled, adjournment of the Acquiror Stockholder Meeting is necessary to enable Acquiror to solicit additional proxies if there are not sufficient votes in favor of the Acquiror Stockholder Approval. Subject to Section 4.10 , Acquiror will, through its Board of Directors, recommend to its stockholders that they give Acquiror Stockholder Approval and will include such recommendation in the Proxy Statement. Without limiting the generality of the foregoing, Acquiror agrees that its obligations pursuant to the first sentence of this Section 4.09 will not be affected by (A) the commencement, public proposal, public disclosure or communication to Acquiror of any Acquiror Takeover Proposal or (B) the withdrawal or modification by the Board of Directors of Acquiror of its approval or recommendation of the Acquiror Stockholder Approval.

4.10 ***No Solicitation*** . (a) Acquiror will, and will cause its Representatives to, cease immediately any discussions and negotiations regarding any proposal that constitutes, or may reasonably be expected to lead to, an Acquiror Takeover Proposal. Except as provided in Section 4.10(b) , Acquiror will not, nor will it authorize or permit any of its Subsidiaries to, and it will cause its or its Subsidiaries' officers, directors, employees and other representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage the submission of any Acquiror Takeover Proposal or (ii) participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or take any other action to knowingly facilitate any inquiries or the making of any proposal that constitutes, or would reasonably be expected to lead to, any Acquiror Takeover Proposal. For purposes of determining whether Acquiror has violated the foregoing restrictions through the actions of any of its employees, only actions by any director or officer of Acquiror or a Person acting at the direction or with the knowledge of such director or officer will be deemed to be a breach of this Section 4.10 by Acquiror.

(b) Notwithstanding the provisions of Section 4.10(a) , prior to receipt of the Acquiror Stockholder Approval, Acquiror may, if the failure to take such action would be inconsistent with the fiduciary duties of the Board of Directors of Acquiror to the stockholders of Acquiror under applicable Law, as determined in good faith after consulting with outside legal counsel, in response to a Qualifying Acquiror Takeover Proposal (and subject to compliance with the provisions of this Section 4.10):

(i) furnish information with respect to Acquiror to the Person making such Acquiror Takeover Proposal and its Representatives pursuant to a confidentiality agreement not less restrictive of the other Party than the Confidentiality Agreements (provided that all such information has previously been provided to Parent or is provided to Parent prior to or substantially concurrent with the time it is provided to such Person); and

(ii) participate in discussions and negotiations with such Person and its Representatives regarding such Qualifying Acquiror Takeover Proposal.

(c) Neither the Board of Directors of Acquiror nor any committee thereof may (i) withdraw or modify in a manner adverse to Parent or Wimbledon, or publicly propose to withdraw or modify in a manner adverse to Parent or Wimbledon, the approval, recommendation or declaration of advisability by the Board of Directors of Acquiror of this Agreement, the Other Transaction Agreements or any of the transactions contemplated hereby or thereby, including the Acquiror Stockholder Approval, (ii) approve, adopt or recommend, or permit Acquiror or any of its Subsidiaries to enter into, any letter of intent, agreement in principle, acquisition agreement, option agreement, joint venture agreement, merger agreement or similar agreement relating to any Acquiror Takeover Proposal, or (iii) approve, adopt or recommend, or publicly propose to approve, adopt or recommend, any Acquiror Takeover Proposal. Notwithstanding the foregoing, if, prior to receipt of the Acquiror Stockholder Approval, the Board of Directors of Acquiror receives an Acquiror Superior Proposal and as a result thereof the Board of Directors of Acquiror determines in good faith, after consulting with outside legal counsel, that the failure to take such action would be inconsistent with its fiduciary duties to the stockholders of Acquiror under applicable Law, then, on the fifth Business Day following Parent's receipt of written notice from Acquiror, the Board of Directors of Acquiror may withdraw or modify its recommendation of the Acquiror Stockholder Approval and, in connection therewith, recommend such Acquiror Superior Proposal; provided that (A) during such five-Business Day period, Acquiror will be obligated to negotiate in good faith with Parent and Wimbledon regarding any modification to this Agreement proposed by Parent or Wimbledon and (B) in the event of any material change to the material terms of such Acquiror Superior Proposal, Acquiror shall have delivered to Parent an additional notice and the notice period shall have recommenced, unless the event requiring notice pursuant to this Section 4.10 occurred less than five Business Days prior to the Acquiror Stockholder Meeting, in which case Acquiror will deliver notice to Parent of such event as promptly as practicable.

(d) Acquiror will, as promptly as reasonably practicable (and in any case within one Business Day following receipt by Acquiror), advise Parent orally and in writing of any Acquiror Takeover Proposal or any inquiry with respect to or that would reasonably be expected to lead to any Acquiror Takeover Proposal, and the identity of the Person making any such Acquiror Takeover Proposal or inquiry and the material terms of any such Acquiror Takeover Proposal or inquiry. Acquiror will (i) keep Parent reasonably informed of the status including any change to the material terms of any such Acquiror Takeover Proposal or inquiry and (ii) provide to Parent as promptly as reasonably practicable (and in any case within one Business Day after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Acquiror from any third party in connection with any Acquiror Takeover Proposal or sent or provided by Acquiror to any third party in connection with any Acquiror Takeover Proposal.

(e) Nothing contained in this Section 4.10 will prohibit Acquiror from taking and disclosing to its stockholders a position contemplated by Rules 14d-9 or 14e-2(a) promulgated under the Exchange Act or from making any disclosure to Acquiror's stockholders if, in the good faith judgment of the Board of Directors of Acquiror after consulting with outside legal counsel, failure so to disclose would be inconsistent with its obligations under applicable Law; provided , however , that this Section 4.10(e) will not eliminate or modify (x) Acquiror's obligations under the proviso in Section 4.10(c) or (y) the effect that taking and disclosing any such position would otherwise have under this Agreement (including under Section 6.01(d)(i)).

(f) For purposes of this Agreement:

(i) " Qualifying Acquiror Takeover Proposal " mean a bona fide, written Acquiror Takeover Proposal that (A) is made by a Person the Board of Directors of Acquiror determines, in good faith, after consulting with outside counsel and independent financial advisors, is reasonably capable of making an Acquiror Superior Proposal, (B) the Board of Directors of Acquiror determines, in good faith, after consulting with its independent financial advisor, constitutes or is reasonably likely to lead to an Acquiror Superior Proposal, and (C) that was not solicited by Acquiror and did not otherwise result from a breach of this Section 4.10 .

(ii) " Acquiror Takeover Proposal " means (A) any proposal for a merger, consolidation, dissolution, recapitalization or other business combination involving Acquiror pursuant to which the stockholders of Acquiror immediately preceding such transaction hold securities representing less than 85% of the total outstanding voting power of the surviving or resulting entity of such transaction (or parent entity of such surviving or resulting entity), (B) any proposal or offer for the issuance by Acquiror of over 15% of its equity securities as consideration for the assets or securities of another Person, or (C) any proposal or offer to acquire in any manner, directly or indirectly, over 15% of the equity securities or consolidated assets of Acquiror, or assets or business that constitute over 15% of the consolidated revenues or net income of Acquiror, in each case other than the transactions contemplated hereby.

(iii) " Acquiror Superior Proposal " means any bona fide proposal made by a third party to acquire more than 50% of the equity securities or all or substantially all the assets of Acquiror, pursuant to a tender or exchange offer, a merger, a consolidation, a liquidation or dissolution, a recapitalization, a sale of all or substantially all its assets or otherwise, on terms which the Board of Directors of Acquiror determines in its good-faith judgment after consulting with its independent financial advisor (A) to be superior from a financial point of view to the holders of Acquiror Common Stock than the transactions contemplated hereby, taking into account all the terms and conditions of such proposal and this Agreement (including any proposal by Parent to amend the terms of the transactions contemplated hereby) and (B) is reasonably capable of being completed, taking into account all financial, regulatory, legal and other aspects of such proposal.

4.11 ***NASDAQ Listing*** . Acquiror will use its best efforts to cause the shares of Acquiror Common Stock to be issued in connection with the Merger to be listed on the NASDAQ as of the Effective Time, subject to official notice of issuance.

4.12 ***Required Amendments*** . Notwithstanding anything to the contrary set forth herein or in any other Transaction Document (as defined in the Tax Matters Agreement), the Parties will cooperate and negotiate in good faith with respect to any amendment to the Transaction Documents reasonably requested by a Party in order to enable its counsel to deliver the written opinion(s) contemplated by Sections 5.02 or 5.03 of this Agreement, as the case may be (any such amendment, a " Proposed Amendment "). Neither Party will withhold its consent to a Proposed Amendment that (i) does not result in any change in the Merger Consideration, (ii) is not adverse to the interests of any Party, and (iii) does not unreasonably impede or delay consummation of the Merger. Any Proposed Amendment that the Parties consent to will be reflected through the execution of appropriate written amendments to the applicable Transaction Documents.

4.13 Wimbledon Financing . (a) [Intentionally Omitted.]

(b) The Wimbledon Credit Facility will remain outstanding for at least one year plus one day following the Closing Date (such term, the " One-Year Period "), Wimbledon will remain the primary obligor on the facility at all times during such period, and none of Acquiror, Wimbledon, Merger Sub or any of their Affiliates will take any action that might reasonably be expected to result in a "significant modification" of the Wimbledon Credit Facility within the meaning of Treasury Regulation Section 1.1001-3(e) (except as permitted under this Agreement, the Tax Matters Agreement and the Wimbledon Credit Documents); provided , however , that (i) upon consummation of the Merger, Merger Sub will assume the obligations under the Wimbledon Credit Facility by operation of Law, and Acquiror will be permitted to guarantee Merger Sub's obligations under the facility, provided that Merger Sub will remain the primary obligor on the facility at all times during the One-Year Period, and (ii) after the Merger, upon receipt of a Bank Letter, Merger Sub will be permitted to refinance the Wimbledon Credit Facility with new debt that is issued by Merger Sub as the primary obligor and that has a maturity date that does not occur before the end of the One-Year Period (any such refinancing, a " Refinancing "), and Acquiror will be permitted to guarantee Merger Sub's obligations under any Refinancing, provided that Merger Sub will remain the primary obligor under any Refinancing at all times during the One-Year Period; provided , further , however , that Merger Sub may prepay, in whole or in part, the Wimbledon Credit Facility or the Refinancing, in each case, solely (A) out of Merger Sub's and its Subsidiaries' operating cash flows generated on or after the Closing Date or (B) as otherwise required by the terms of the Wimbledon Credit Facility or the Refinancing which, in the latter case, must have the same mandatory prepayment terms as the Wimbledon Credit Facility.

(c) Each of Parent and Acquiror will cooperate in a commercially reasonable manner with Wimbledon in connection with completing the Wimbledon Financing, including (i) using (and causing their respective Subsidiaries to use) commercially reasonable efforts to assist Wimbledon in satisfying all conditions

precedent to be satisfied by Wimbledon or any Wimbledon Entity in the documentation relating to the Wimbledon Credit Facility, (ii) providing information regarding the Snacks Business that is reasonably requested by the financing sources and their representatives, (iii) permitting the financing sources and their representatives access to the Snacks Business and the Acquiror's business, respectively, (iv) participating in meetings with prospective lenders, (v) participating in bank meetings in connection with the financing, (vi) participating in meetings with other parties deemed appropriate, (vii) participating in drafting sessions relating to the offering materials for the financing contemplated by the Wimbledon Commitment Letter, (viii) requesting members of Parent's and Acquiror's respective accounting firms to respond to reasonable inquiries relating to the offering materials for the financing contemplated by the Wimbledon Commitment Letter, (ix) using commercially reasonable efforts to ensure that syndication efforts benefit materially from existing lending relationships, and (x) using commercially reasonable efforts to assist with obtaining public ratings for the Wimbledon Credit Facility. Wimbledon will reasonably consult with Acquiror with respect to its efforts to complete the documentation relating to the Wimbledon Credit Facility and to consummate the Wimbledon Financing.

4.14 ***Cooperation Regarding Distribution*** . Acquiror will cooperate with Parent in connection with the preparation of all documents and the making of all filings required in connection with the Distribution. Parent will be permitted to reasonably direct and control the efforts of the Parties in connection with the Distribution, and Acquiror will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things reasonably necessary to facilitate the Distribution as reasonably directed by Parent. Without limiting the generality of the foregoing, Acquiror will and will cause its employees, advisors, agents, accountants, counsel and other representatives to, as reasonably directed by Parent, cooperate in and take the following actions: (i) participating in meetings, drafting sessions, due diligence sessions, management presentation sessions, and "road shows" in connection with the Distribution (including any marketing efforts), which participation shall be subject to, and may be concurrent with, any such activities required with respect to the Exchange Offer, (ii) furnishing to any dealer manager or other similar agent participating in the Distribution (A) "cold comfort" letters from Acquiror's independent public accountants in customary form and covering such matters as are customary for an underwritten public offering (including with respect to events subsequent to the date of financial statements included in any offering document) and (B) opinions and negative assurance letters of Acquiror's counsel in customary form and covering such customary matters as may be reasonably requested, and (iii) furnishing all historical and forward-looking financial and other pertinent financial and other information that is available to Acquiror and is reasonably required in connection with the Distribution and permitting the prospective underwriters and other parties involved in the Distribution to evaluate Acquiror's current assets, cash management and accounting systems, and policies and procedures relating thereto, for the purpose of establishing necessary arrangements with respect to the Distribution. Without limiting the foregoing, (x) Acquiror will participate, as reasonably requested by Parent, in a two-week equity "road show" to take place prior to the consummation of the Distribution (which may be for a shorter period, at Parent's option), and will make available individual members of its senior personnel (including its CEO and CFO) for participation in this road show as reasonably requested and specified by Parent, (y) Acquiror will make available individual members of its senior

personnel for participation as reasonably requested and specified by Parent for participation in meeting with analysts (both "sell-side" and otherwise) and will reasonably coordinate and cooperate with Parent in connection with such meetings, and (z) the Parties will perform the marketing activities set forth in Section 4.14 of the Parent Disclosure Letter as provided therein, which participation shall be subject to, and may be concurrent with, any such activities required with respect to the Exchange Offer.

4.15 ***Acquiror Financing***. (a) Acquiror acknowledges and agrees that Parent and its Affiliates have no responsibility in connection with the Acquiror Financing that Acquiror may pursue in connection with the Transactions contemplated hereby. Any document prepared or utilized in connection with such financing activities that includes any information provided by Parent or any of its Affiliates, including any offering memorandum, banker's book or similar document, any slide presentations or any other offering materials will (i) state that neither Parent nor any of its Affiliates have any responsibility for the content of such document and (ii) disclaim all responsibility therefor on the part of Parent or its Affiliates and their respective agents, in each case other than with respect to information regarding the Snacks Business provided by Parent and its Affiliates for inclusion therein.

(b) Acquiror will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary or appropriate to (i) on or prior to the Closing Date, enter into definitive financing agreements with respect to the Acquiror Financing, (ii) consummate the Acquiror Financing at or prior to Closing, and (iii) enforce its rights under all credit documents relating thereto. Acquiror will provide to Parent copies of all documents relating to the Acquiror Financing and keep Parent reasonably informed of material developments in respect of the financing process relating thereto. In addition, Acquiror will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary or appropriate to obtain the Acquiror Financing, including using reasonable best efforts to (A) satisfy on a timely basis all conditions applicable to Acquiror that are within its control, if any, (B) consummate the Acquiror Financing at or prior to Closing, and (C) enforce its rights thereunder. For the avoidance of doubt, if the Acquiror Financing (or any alternative financing) has not been obtained, Acquiror will continue to be obligated to consummate the Transactions contemplated by this Agreement and effect the Closing on the terms contemplated by this Agreement and subject only to the satisfaction or waiver of the conditions set forth in herein and to Acquiror's termination rights hereunder, if applicable. Parent and Wimbledon will reasonably cooperate with Acquiror in connection with the preparation of all documents required in connection with the Acquiror Financing, and will use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things reasonably necessary or appropriate to facilitate the Acquiror Financing as reasonably directed by Acquiror (including, if requested by Acquiror, to request that Wimbledon's accounting firm respond to reasonable inquiries relating to financial information regarding Wimbledon that is included in the offering materials for any public or Rule 144A financing that may be part of the Acquiror Financing and, if

requested, provide customary "comfort letters" with respect thereto); provided, however, that no amendment of the documentation relating to the Acquiror Financing will obligate the Wimbledon Group (or any member or assets thereof) to grant a security interest in connection with such Acquiror Financing prior to the Closing Date.

(c) If, notwithstanding the use of reasonable best efforts by Acquiror to satisfy its obligations under Section 4.15(b), any of the Acquiror Financing (or any definitive financing agreement relating thereto) expires or is terminated prior to the Closing, in whole or in part, for any reason, Acquiror will (i) promptly notify Parent of such expiration or termination and the reasons therefor and (ii) use its reasonable best efforts promptly to arrange for alternative financing to replace the financing contemplated by such expired or terminated commitments or agreements.

(d) Parent will not be required to pay any commitment fee or similar fee or incur any liability with respect to the Acquiror Commitment Letter or Acquiror Credit Facility. Acquiror will, promptly upon request by Parent, reimburse Parent for all reasonable out-of-pocket costs and expenses incurred by Parent or any of its Representatives in connection with the performance of their respective obligations pursuant to this Section 4.15(d). Acquiror will indemnify and hold harmless Parent and its Representatives from and against any and all Liabilities suffered or incurred by any of them in connection with the Acquiror Financing and any information utilized in connection therewith, other than Liabilities arising as a result of gross negligence or willful misconduct by Parent or any of its Representatives, or breach by Parent of any of its obligations hereunder.

4.16 ***Olestra Supply***. The Parties will negotiate in good faith an agreement for the supply of Olestra by the Parent Group to Wimbledon (the "Olestra Supply Agreement") as promptly as practicable following the date hereof, but in any event within 120 calendar days following the date hereof. Pursuant to the Olestra Supply Agreement, Parent will supply Olestra to Wimbledon exclusively for use in the Snacks Business (a) in an amount equal to the requirements of the Snacks Business, (b) at a price that would reflect the fair market value of such supply and (c) in the form supplied to the Snacks Business by any member of the Parent Group as of the date hereof. On the Business Transfer Date, Parent and Wimbledon will deliver, or cause their respective Subsidiaries to deliver, to the other Party a copy of the Olestra Supply Agreement, duly executed by the members of the Parent Group or the Wimbledon Group party thereto.

4.17 ***Merger Sub Termination***. Except as permitted by the Tax Matters Agreement. Merger Sub will remain in existence, and Acquiror will cause Merger Sub to remain in existence, as a wholly owned limited liability company of Acquiror at all times during the One-Year Period.

4.18 ***Wimbledon Share Issuance***. Prior to the Closing, Wimbledon will authorize and issue a number of shares of Wimbledon Common Stock such that the total number of shares of Wimbledon Common Stock outstanding immediately prior to the Effective Time will equal the Wimbledon Stock Amount.

V. CONDITIONS

5.01 ***Joint Conditions*** **.** The respective obligation of Parent and Acquiror to effect the Merger is subject to the satisfaction or waiver of the following conditions:

(a) no preliminary or permanent injunction or other Order shall have been issued that would make unlawful the consummation of the Transactions;

(b) all applicable waiting periods shall have terminated or expired and all applicable required Governmental Approvals shall have been obtained or deemed to have been obtained, in each case, under the HSR Act and the other Antitrust Laws set forth in Section 5.01(b) of the Parent Disclosure Letter;

(c) the notifications to the works councils, economic committees, unions and any other representative bodies identified on Section 5.01(c) of the Parent Disclosure Letter shall have been made, all required consultations shall have been conducted and with respect to each identified jurisdiction, either (i) a motivated opinion shall have been obtained from each applicable works council, economic committee, union and other representative body or (ii) the Closing shall be permitted under local Law without such motivated opinion;

(d) the Wimbledon Transfer, the Recapitalization and the Distribution shall have occurred;

(e) the Acquiror Stockholder Approval shall have been obtained at the Acquiror Stockholder Meeting;

(f) the Acquiror Common Stock to be issued in the Merger shall have been authorized for listing on the NASDAQ, subject to notice of official issuance; and

(g) each of the Acquiror Form S-4 and the Wimbledon Form S-1/S-4 (or the Wimbledon Form S-1, if Parent elects to effect the Distribution solely as a One-Step Spin-Off) shall have become effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order, and (i) if the Distribution is effected in whole or in part as an Exchange Offer, the applicable offer period and any extensions thereof in the Exchange Offer required by applicable securities Law shall have expired or (ii) if the Distribution is effected in whole or in part as a One-Step Spin-Off, the applicable notice periods required by applicable stock exchange rules or securities Laws shall have expired.

5.02 ***Conditions To The Obligation Of Acquiror*** . The obligation of Acquiror to effect the Merger is subject to the satisfaction of each of the following conditions (each of which is for the exclusive benefit of Acquiror and may be waived by Acquiror):

(a) all covenants of Parent under this Agreement and the Other Transaction Agreements to be performed on or before the Closing shall have been duly performed by Parent in all material respects;

(b) the representations and warranties of Parent in Section 2.04 of this Agreement shall be true and correct in all but de minimis respects as of the Closing Date with the same effect as though made on the Closing Date;

(c) the representations and warranties of Parent in Section 2.10(f) of this Agreement shall be true and correct in all respects as of the Closing Date with the same effect as though made on the Closing Date;

(d) the representations and warranties of Parent in this Agreement other than Section 2.04 and Section 2.10(f) (which for purposes of this paragraph will be read as though none of them contained any materiality or “Snacks Business MAE” qualifications, but not disregarding limitations of representations to Wimbledon Material Contracts) shall be true and correct in all respects as of the Closing with the same effect as though made as of the Closing (except that any representation and warranty made as of a date other than the date of this Agreement will continue on the Closing Date to be true and correct in all respects as of the specified date), except where the failure of the representations and warranties to be true and correct in all respects would not in the aggregate have a Snacks Business MAE, and Acquiror shall have received a certificate of Parent addressed to Acquiror and dated the Closing Date, signed on behalf of Parent by an officer of Parent (on Parent’s behalf and without personal liability), confirming the matters set forth in Section 5.02(a) , Section 5.02(b) , Section 5.02(c) and this Section 5.02(d) ; and

(e) Acquiror shall have received a written opinion, dated as of the Closing Date, from Fenwick & West LLP, counsel to Acquiror, to the effect that the Merger will be treated for U.S. federal income Tax purposes as a reorganization within the meaning of Section 368(a) of the Code. In rendering the foregoing opinion, counsel will be permitted to rely upon and assume the accuracy of customary representations provided by (i) Acquiror and Merger Sub and (ii) Parent.

5.03 ***Conditions To The Obligation Of Parent .*** The obligation of Parent to effect the Merger is subject to the satisfaction of each of the following conditions (each of which is for the exclusive benefit of Parent and may be waived by Parent unless otherwise provided in this Agreement):

(a) all covenants of Acquiror under this Agreement and the Other Transaction Agreements to be performed on or before the Closing Date shall have been duly performed by Acquiror in all material respects;

(b) the representations and warranties of Acquiror in Section 3.05 of this Agreement shall be true and correct in all but de minimis respects as of the Closing Date with the same effect as though made on the Closing Date;

(c) the representations and warranties of Acquiror in Section 3.11(d) of this Agreement shall be true and correct in all respects as of the Closing Date with the same effect as though made on the Closing Date;

(d) the representations and warranties of Acquiror in this Agreement other than Section 3.05 and Section 3.11(d) (which for purposes of this paragraph will be read as though none of them contained any materiality or Acquiror MAE qualifications, but not disregarding limitations of representations to Acquiror Material Contracts) shall be true and correct in all respects as of the Closing Date with the same effect as though made as of the Closing Date (except that any representation and warranty made as of a date other than the date of this Agreement will continue on the Closing Date to be true and correct in all respects as of the specified date), except where the failure of the representations and warranties to be true and correct in all respects would not in the aggregate have an Acquiror MAE, and Parent shall have received a certificate of Acquiror addressed to Parent and dated the Closing Date, signed on behalf of Acquiror by an officer of Acquiror (on Acquiror's behalf and without personal liability), confirming the matters set forth in Section 5.03(a) , Section 5.03(b) , Section 5.03(c) and this Section 5.03(d) ;

(e) Parent shall have received a written opinion, dated as of the Closing Date, from Cadwalader, Wickersham & Taft LLP, counsel to Parent, to the effect that the Merger will be treated for U.S. federal income Tax purposes as a reorganization within the meaning of Section 368(a) of the Code. In rendering the foregoing opinion, counsel will be permitted to rely upon and assume the accuracy of customary representations provided by (i) Acquiror and Merger Sub and (ii) Parent;

(f) Parent shall have received a written opinion, dated as of the Closing Date, from Cadwalader, Wickersham & Taft LLP, counsel to Parent, to the effect that (i) the Wimbledon Transfer, taken together with the Distribution, should qualify as a Tax-free reorganization pursuant to Section 368(a)(1)(D) of the Code, (ii) the Distribution, as such, should qualify as a distribution of Wimbledon Common Stock to Parent stockholders pursuant to Section 355 of the Code, and (iii) the Merger should not cause Section 355(e) of the Code to apply to the Distribution. In rendering the foregoing opinion, counsel will be permitted to rely upon and assume the accuracy of customary representations provided by (A) Acquiror and Merger Sub, and (B) Parent;

(g) the Wimbledon Financing shall have been completed;

(h) if Parent elects to effect the Distribution by way of an Exchange Offer, shareholders of Parent shall have validly tendered and not properly withdrawn before the expiration of the Exchange Offer enough shares of Parent Common Stock such that Parent will distribute to its shareholders in the Exchange Offer a percentage of the shares of Wimbledon Common Stock issued to Parent in the Wimbledon Stock Issuance that exceeds the percentage derived from the formula set forth on Exhibit E (the " Minimum Condition "); provided , however , that (i) at any time prior to the Closing Date, Parent, in its reasonable judgment and after consultation with Acquiror, may reapply the formula set forth on Exhibit E using updated information reflecting the then-current data and/or otherwise increase the Minimum Condition by the minimum amount necessary, in each case, to ensure that shareholders of Parent will be treated for purposes of Section 355(e) of the Code as acquiring at least 52.50% of Acquiror's outstanding stock pursuant to the Merger (the " Revised Minimum Condition "), (ii) if

applicable, Parent, in its reasonable judgment and after consultation with Acquiror, will modify the terms of the Exchange Offer to the extent necessary to permit Parent to attempt to satisfy the Revised Minimum Condition, and (iii) the Parties will reasonably cooperate in connection with the foregoing clauses (i) and (ii); and

(i) Wimbledon shall have received a Bank Letter, in a form substantially identical to the form of Bank Letter contained in the Wimbledon Commitment Letter.

VI. TERMINATION AND ABANDONMENT

6.01 ***Basis For Termination*** . This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

(a) by mutual written consent of Parent and Acquiror;

(b) by either Parent or Acquiror:

(i) if, upon a vote at a duly held meeting of Acquiror's stockholders to obtain the Acquiror Stockholder Approval or at any adjournment thereof, the Acquiror Stockholder Approval is not obtained;

(ii) if the Closing does not occur on or prior to June 30, 2012 (the " End Date "), unless the failure of the Closing to occur by such date is due to the failure of the Party seeking to terminate this Agreement to perform or observe in all material respects the covenants and agreements of such Party set forth herein; or

(iii) if (A) there is any Law that makes consummation of the transactions hereunder illegal or otherwise prohibited (other than those having only an immaterial effect and that do not impose criminal liability or penalties) or (B) any Governmental Authority having competent jurisdiction has issued an order, decree or ruling or taken any other action (which the terminating Party must have complied with its obligations hereunder to resist, resolve or lift) permanently restraining, enjoining or otherwise prohibiting any material component of the transactions hereunder, and such order, decree, ruling or other action becomes final and non-appealable;

(c) by Parent:

(i) if Acquiror or Merger Sub breaches any of its representations and warranties or covenants and agreements contained in this Agreement, which breach (A) would give rise to the failure of a condition set forth in Article V and (B) cannot be or has not been cured within 60 days after the giving of written notice to Acquiror of such breach;

(ii) if any of the conditions set forth in Section 5.01 or Section 5.03 becomes incapable of fulfillment, and have not been waived by Parent to the extent waivable;

(iii) if Acquiror Board or any committee thereof withdraws, or modifies in a manner adverse to Parent or Wimbledon or publicly proposes to withdraw or modify in a manner adverse to Parent or Wimbledon, its approval or recommendation of this Agreement or any of the transactions contemplated hereby, fails to recommend, or continue to recommend, that Acquiror's stockholders give the Acquiror Stockholder Approval, or approves or recommends, or proposes publicly to approve or recommend, any Acquiror Takeover Proposal;

(iv) if Acquiror deliberately breaches its obligations under Sections 4.10(a) , 4.10(b) or 4.10(c) , or deliberately and materially breaches its obligations under Section 4.10(d); or

(v) if Parent has commenced an Exchange Offer in accordance with Section 1.03(c) and such Exchange Offer is not consummated as a result of the failure of the Minimum Condition or the Revised Minimum Condition, as applicable, to be satisfied on the originally scheduled expiration date of such Exchange Offer;

(d) by Acquiror:

(i) if Parent or Wimbledon breaches any of its representations and warranties or covenants and agreements contained in this Agreement, which breach (A) would give rise to the failure of a condition set forth in Article V and (B) cannot be or has not been cured within 60 days after the giving of written notice to Parent of such breach; or

(ii) if any of the conditions set forth in Section 5.01 or Section 5.02 become incapable of fulfillment, and have not been waived by Acquiror;

provided , however , that the Party seeking termination pursuant to clauses (c)(i) , (c)(ii) , (d)(i) , or (d)(ii) is not in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

6.02 ***Notice of Termination, Return of Documents, Continuing Confidentiality Obligation*** . In the event of termination by Parent or Acquiror pursuant to this Article VI , written notice thereof will forthwith be given to the other Parties and the transactions contemplated by this Agreement and the Other Transaction Agreements will terminate, without further action by any Party. If the transactions contemplated by this Agreement and the Other Transaction Agreements are terminated as provided herein, (a) Acquiror and Merger Sub will return to Parent all documents and copies and other material received from Parent and its Subsidiaries and its and their Representatives relating to the transactions contemplated hereby and by the Other Transaction Agreements, whether so obtained before or after the execution hereof, (b) Parent and Wimbledon will return to Acquiror all documents and copies and other material received from Acquiror and its Subsidiaries and its and their Representatives relating to the transactions contemplated hereby and by the Other Transaction Agreements, whether so obtained before or after the execution hereof, and (c) notwithstanding anything herein to the contrary, the Confidentiality Agreements will be

deemed to be reinstated and will be deemed to apply as if they had not originally been terminated pursuant to Section 7.03 .

6.03 ***Effect of Termination*** . (a) If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in this Article VI , this Agreement will become void and of no further force and effect, except for the provisions of this Section 6.03 and Article VII (other than Section 7.12 which will terminate with the other provisions of this Agreement except as specifically provided herein) containing general provisions. Nothing in this Article VI will be deemed to release any Party from any Liability for any knowing breach by such Party of any representation or warranty in this Agreement or the Separation Agreement, or any deliberate breach of any covenant herein or therein, or to impair the right of any Party to compel specific performance by another Party of its obligations under this Agreement or the Separation Agreement (whether or not the breach was willful or deliberate) that specifically survive such termination as set forth in the immediately preceding sentence. For the avoidance of doubt, receipt by Parent of a payment in accordance with the terms of Section 6.03(b) in circumstances in which Parent terminates this Agreement will be deemed to be liquidated damages for any and all losses or damages suffered or incurred by Parent or any other Person in connection the matters forming the basis for such termination, and Parent will not be entitled to bring or maintain further claim, action or proceeding against Acquiror or any of its Affiliates arising out of such matters; provided , however , that (i) if Parent terminates this Agreement pursuant to Section 6.01(c)(iv) , Parent will have the right to sue for damages arising out of Acquiror's deliberate breach of Section 4.10 in lieu of payment of the Break-Up Fee and reimbursement of the Certified Parent Expenses pursuant to Section 6.03(b) and (ii) nothing herein or in any Other Transaction Agreement will limit a Party's rights under Section 7.12 . For purposes of Sections 6.01(c)(iv) and 6.03(a) , (A) a "knowing" breach of a representation and warranty will be deemed to have occurred only if an executive officer of the Party alleged to have breached the representation or warranty had actual knowledge of such breach as of the date hereof (without any independent duty of investigation or verification other than that such executive officer has made inquiry that such representations and warranties were made in good faith), (B) a "deliberate" breach of any covenant will be deemed to have occurred only if the Party allegedly breaching the covenant took or failed to take action with actual knowledge that the action so taken or omitted to be taken constituted a breach of such covenant, and (C) the term "executive officer" will have the meaning given to the term "officer" in Rule 16a-1(f) under the Exchange Act.

(b) Acquiror will pay to Parent:

(i) if (A) either Party terminates this Agreement pursuant to Section 6.01(b)(i), (B) at any time after the date of this Agreement and prior to any such termination, an Acquiror Takeover Proposal with respect to Acquiror shall have been publicly announced, publicly proposed or commenced (provided that for purposes of determining whether an Acquiror Takeover Proposal exists under this clause (i), the references in the definition of such term to "15%" and "85%" will be deemed to be "50%"), and (C) within 12 months after the date of such termination, (1) an Acquiror

Acquisition shall been consummated or (2) Acquiror shall have entered into a definitive agreement providing for the consummation of an Acquiror Acquisition, and such Acquiror Acquisition shall subsequently have been consummated, the Break-up Fee plus the Certified Parent Expenses, which amounts Acquiror must pay to Parent before the execution of such agreement.

(ii) if (A) either Party terminates this Agreement pursuant to Section 6.01(b)(ii), (B) at any time after the date of this Agreement and prior to any such termination, an Acquiror Takeover Proposal with respect to Acquiror shall have been communicated to the Board of Directors of Acquiror and not withdrawn (provided that for purposes of determining whether an Acquiror Takeover Proposal exists under this clause (ii), the references in the definition of such term to "15%" and "85%" will be deemed to be "50%"), (C) either (x) in the event that the condition set forth in Section 5.01(e) has not been satisfied at the time of such termination, Acquiror breached its obligations under Section 4.09 or the Acquiror Stockholder Meeting had not been held by one Business Day prior to the End Date, or (y) in the event that the conditions set forth in Sections 5.01(a) or 5.01(b) are not satisfied at the time of such termination, Acquiror breached its obligations under Sections 4.02(b) , 4.02(c) or 4.02(d) , and (D) within 12 months after the date of such termination, (1) an Acquiror Acquisition shall been consummated or (2) Acquiror shall have entered into a definitive agreement providing for the consummation of an Acquiror Acquisition, and such Acquiror Acquisition shall subsequently have been consummated, a Break-up Fee plus the Certified Parent Expenses, which amounts Acquiror must pay to Parent at or before the consummation of such Acquiror Acquisition; or

(iii) the Break-up Fee plus the Certified Parent Expenses, which amounts Acquiror must pay to Parent if Parent terminates this Agreement pursuant to Sections 6.01(c)(iii) or 6.01(c)(iv) , promptly following such termination.

Any fee due under this Section 6.03(b) will be paid by wire transfer of immediately available funds (to an account specified by Parent). The fee described in clause (iii) will be paid by Acquiror promptly following termination of this Agreement. The fees described in clauses (i) and (ii) will be paid by Acquiror at or before entering into the agreement relating to an Acquiror Acquisition described therein. If Acquiror makes a payment to Parent pursuant to Sections 6.03(b)(i) , 6.03(b)(ii) or 6.03(b)(iii) , it will not be obligated to make any subsequent payment under the other subsections of Section 6.03(b) as applicable. Upon payment of the termination fees in accordance with this Section 6.03(b) , Acquiror will have no further Liability to Parent at Law or in equity under this Agreement except as set forth in Section 6.03(a) .

VII. MISCELLANEOUS

7.01 ***Nonsurvival Of Representations, Warranties And Agreements*** . Except as provided in the next sentence, none of the representations, warranties and agreements in this Agreement will survive the Closing. Notwithstanding the preceding sentence, for purposes of the indemnification obligations set forth in Section 3.2 and Section 3.3 of the Separation Agreement, (1) the covenants contained in this

Agreement that by their terms are to be performed in whole or part after the Closing will survive the Closing until they have been performed in accordance with their terms, and (2) the representations and warranties set forth in Section 2.15 and Section 3.14 will survive until the one year anniversary of the Closing (the items in clauses (1) and (2), collectively, the " Surviving Transaction Agreement Items ").

7.02 ***Expenses*** . (a) General Rule . Except as otherwise provided in this Agreement or any of the Other Transaction Agreements, all fees and expenses incurred in connection with the Transactions will be paid by the Party incurring such fees or expenses.

(b) Antitrust Fees . Acquiror and Parent will share equally any requisite filing fee in respect of any notice submitted pursuant to the Antitrust Laws, including HSR Act.

(c) Printing Expenses . Acquiror and Parent will share equally the fees and expenses of printers utilized by the Parties in connection with the preparation of the filings with the Commission contemplated by Section 4.08 .

(d) Wimbledon Credit Facility Expenses . Promptly following the earlier of (i) the Closing Date and (ii) the termination of this Agreement, Acquiror will reimburse Parent for any third-party out-of-pocket costs and expenses incurred by Wimbledon or by Parent or any of its Subsidiaries on behalf of Wimbledon in connection with the Wimbledon Credit Facility or the financing contemplated by the Acquiror Commitment Letter or any costs and expenses incurred by Parent or any of its Subsidiaries at Acquiror's request in connection with the funding contemplated thereby; provided , however , that Acquiror will not be obligated to reimburse such costs and expenses if this Agreement is properly terminated by Acquiror pursuant to Section 6.01(d)(i)) provided, further, that if the Closing occurs, the reimbursement in connection with the Wimbledon Credit Facility will be reduced by all cash interest accrued under the Wimbledon Credit Facility from the date of funding thereunder to but excluding the Closing Date.

7.03 ***Entire Agreement*** . This Agreement and the Other Transaction Agreements, including any related annexes, schedules and exhibits, as well as any other agreements and documents referred to herein and therein, will together constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter, including the Confidentiality Agreements, which is hereby terminated and of no further force or effect, subject to the provisions of Section 6.03 . If there is a conflict between any provision of this Agreement and a provision of the Other Transaction Agreements, the provision of this Agreement will control unless specifically provided otherwise in this Agreement.

7.04 ***Governing Law; Jurisdiction; Waiver of Jury Trial*** . (a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the

State of Delaware, other than any choice of Law provisions thereof that would cause the Laws of another state to apply.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the Transactions, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the Transactions in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the Transactions in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) Notwithstanding anything herein to the contrary, the Parties hereto acknowledge and irrevocably agree (i) that any Action, whether in law or in equity, whether in contract or in tort or otherwise, involving the Debt Financing Sources arising out of, or relating to, the transactions contemplated hereby, the Acquiror Financing, the Wimbledon Financing or the performance of services thereunder will be subject to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, New York, New York, and any appellate court thereof and each Party hereto submits for itself and its property with respect to any such Action to the exclusive jurisdiction of such court, (ii) not to bring or permit any of their Affiliates to bring or support anyone else in bringing any such Action in any other court, (iii) that service of process, summons, notice or document by registered mail addressed to them at their respective addresses provided in Section 7.05 will be effective service of process against them for any such Action brought in any such court, (iv) to waive and hereby waives, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court, (v) to waive and hereby waive any right to trial by jury in respect of any such Action, (vi) that a final judgment in any such Action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and (vii) that any such claim, controversy or dispute arising in connection with the Acquiror Financing, the Wimbledon Financing or the performance of services thereunder or related thereto will be governed by, and construed in accordance with, the laws of the State of New York.

(d) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.04(d) .

7.05 ***Notices*** . All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile, provided that the facsimile transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

(a) If to Parent:

The Procter & Gamble Company
One Procter & Gamble Plaza
Cincinnati, OH 45202
Attn: Joseph Stegbauer,
Associate General Counsel — Global Transactions
Facsimile: (513) 983-7635
Email: stegbauer.ja@pg.com

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

Jones Day
222 East 41st Street
New York, NY 10017
Attention: Robert A. Profusek
Randi C. Lesnick
Facsimile: (212) 755-7306

(b) If to Acquiror:

Diamond Foods, Inc.
600 Montgomery Street, 17 th Floor
San Francisco, CA 94111
Attn: Chief Financial Officer
Facsimile: (209) 933-6861

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

Fenwick & West LLP
555 California Street, 12 th Floor
San Francisco, CA 94104
Attention: Douglas N. Cogen
David K. Michaels
Facsimile: (415) 281-1350

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 7.05 . Any notice to Parent will be deemed notice to all members of the Parent Group, and any notice to Wimbledon will be deemed notice to all members of the Wimbledon Group.

7.06 ***Amendments and Waivers*** . (a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. Notwithstanding the anything in this Agreement, Parent will have no right to waive the condition set forth in Section 5.03(i) .

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 7.06(a) and will be effective only to the extent in such writing specifically set forth.

7.07 ***No Third-Party Beneficiaries*** . This Agreement is solely for the benefit of the Parties and does not confer on third parties (including any employees of any member of the Parent Group or the Wimbledon Group) any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement, provided that the Debt Financing Sources are express third party beneficiaries of, and may enforce, any provisions in this Agreement with respect to Section 7.04(c) . Notwithstanding the foregoing, this Section 7.07 will not limit (a) the right of Parent, on behalf of its shareholders, to pursue damages and other relief,

including equitable relief, in the event of Acquiror's breach of any provisions of this Agreement, which right is hereby acknowledged and agreed by Acquiror, and (b) the right of Acquiror, on behalf of its stockholders, to pursue damages and other relief, including equitable relief, in the event of Parent's breach of this Agreement, which right is hereby acknowledged and agreed by Parent; provided , however , that the rights granted pursuant to clauses (a) and (b) of this sentence will be enforceable on behalf of Parent shareholders only by Parent in its sole and absolute discretion and enforceable on behalf of Acquiror's stockholders only by Acquiror in its sole and absolute discretion, it being understood and agreed that any and all interests in such claims will attach to such shares of Parent's or Acquiror's common stock, as applicable, and subsequently trade and transfer therewith and, consequently, any damages, settlements or other amounts recovered or received by Parent or Acquiror, as applicable, with respect to such claims (net of expenses incurred by Parent or Acquiror, as applicable, in connection therewith) may, in Parent's or Acquiror's, as applicable, sole and absolute discretion, be (i) as applicable, distributed, in whole or in part, by Parent to its shareholders as of any date determined by Parent or by Acquiror to its stockholders as of any date determined by Acquiror or (ii) as applicable, retained by Parent for the use and benefit of Parent on behalf of its shareholders in any manner Parent deems fit or retained by Acquiror for the use and benefit of Acquiror on behalf of its stockholders in any manner Acquiror deems fit.

7.08 ***Assignability*** . No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties, except that a Party may assign its rights or delegate its duties under this Agreement to a member of its Group, provided that such member agrees in writing to be bound by the terms and conditions contained in this Agreement, and provided further that the assignment or delegation will not relieve any Party of its indemnification obligations or other obligations in the event of a breach of this Agreement. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

7.09 ***Construction*** . The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement or the Parent Disclosure Letter or Acquiror Disclosure Letter will include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs will include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement or the Parent Disclosure Letter or Acquiror Disclosure Letter will be by way of example rather than by limitation. The use of the words "or," "either" or "any" will not be exclusive. The use of the words "deliver," "furnish," "made available" or "provide" will mean that with respect to Parent or its Representatives that such documents or information referenced shall have been delivered to Parent or its Representatives or contained in the electronic data room maintained by Fenwick & West LLP and with respect to Acquiror or its Representatives that such documents or information referenced shall have been delivered to Acquiror or its Representatives or contained in the electronic data room maintained by Intralinks, Inc. The Parties have participated jointly in the negotiation and drafting of this Agreement and the Other Transaction Agreements. In the event an ambiguity

or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Except as otherwise expressly provided elsewhere in this Agreement or any Other Transaction Agreement, any provision herein which contemplates the agreement, approval or consent of, or exercise of any right of, a Party, such Party may give or withhold such agreement, approval or consent, or exercise such right, in its sole and absolute discretion, the Parties hereby expressly disclaiming any implied duty of good faith and fair dealing or similar concept.

7.10 ***Severability*** . The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

7.11 ***Counterparts*** . This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

7.12 ***Specific Performance*** . The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

7.13 ***Disclosure Letters*** . There may be included in the Parent Disclosure Letter and/or the Acquiror Disclosure Letter items and information that are not “material,” and such inclusion will not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is “material,” or to affect the interpretation of such term for purposes of this Agreement. Matters reflected in the Parent Disclosure Letter and Acquiror Disclosure Letter are not necessarily limited to matters required by this Agreement to be disclosed therein. The Parent Disclosure Letter and Acquiror

Disclosure Letter set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the information in the Parent Disclosure Letter and Acquiror Disclosure Letter, as applicable, relates; provided , however , that any information set forth in one Section of such disclosure letter will be deemed to apply to each other Section or subsection thereof to which its relevance is reasonably apparent on its face.

7.14 ***Waiver*** **.** Acquiror acknowledges, on behalf of itself and its Affiliates, that Jones Day has represented, is representing and will continue to represent Parent in connection with the transactions contemplated by this Agreement and the Other Transaction Agreements, and that Jones Day will only represent the interests of Parent in connection with such transactions. Acquiror waives, on behalf of itself and its Affiliates, any conflict of interest that it or they may assert against Jones Day in connection with such representation and agrees not to challenge Jones Day's representation of Parent with respect to such transactions or to assert that a conflict of interest exists with respect to such representation. Without limiting the generality of the foregoing, Acquiror agrees, on behalf of itself and its Affiliates, that Jones Day may represent Parent in any litigation, arbitration, mediation or other Action against or involving Acquiror and/or any of its Affiliates, arising out of or in connection with such transactions.

VIII. DEFINITIONS

For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

" Acquiror " has the meaning set forth in the preamble to this Agreement.

" Acquiror Acquisition " means any of the following transactions (other than the transactions contemplated by this Agreement): (i) a merger, consolidation or business combination involving Acquiror pursuant to which the stockholders of Acquiror immediately preceding such transaction hold less than 50% of the aggregate equity interests in the surviving or resulting entity of such transaction or any direct or indirect parent thereto or (ii) the acquisition by any Person, directly or indirectly, of over 50% of the equity securities or consolidated assets of Acquiror or assets or business that constitute over 50% of the consolidated revenues or net income of Acquiror.

" Acquiror Average Price " means, as of any date of determination, the average (measured as a simple arithmetic mean) of the daily volume weighted averages of the trading prices of the Acquiror Common Stock on the NASDAQ Global Select Market, as reported as "DMND.Q <Equity> AQR" by Bloomberg L.P. (or any such equivalent calculation to which the Parties may agree in writing), for the relevant period of consecutive Trading Days ending on such date of determination; provided *,* however *,* that if an ex-dividend date is set for the Acquiror Common Stock during such period, then the trading price for a share of Acquiror Common Stock for each day during the portion of such period that precedes such ex-dividend date will be reduced by the amount of the dividend payable on a share of Acquiror Common Stock.

“ Acquiror Base Stock Price ” means $51.47 per share.

“ Acquiror Commitment Letter ” means the commitment letter from Bank of America, N.A. providing for the refinancing of Acquiror’s existing bank debt facility, attached as Exhibit C .

“ Acquiror Common Stock ” has the meaning set forth in Section 3.05(a) .

“ Acquiror Compensation And Benefit Plans ” has the meaning set forth in Section 3.10(a) .

“ Acquiror Credit Facility ” means the credit facilities contemplated by the Acquiror Commitment Letter.

“ Acquiror Disclosure Letter ” means the disclosure letter delivered by Acquiror to Parent immediately prior to the execution of this Agreement.

“ Acquiror Equity Interests ” has the meaning set forth in Section 3.05(a) .

“ Acquiror Filings ” means, collectively, the Wimbledon Form S-1/S-4, the Schedule TO, the Proxy Statement and the Acquiror Form S-4.

“ Acquiror Financing ” has the meaning set forth in Section 3.18 .

“ Acquiror Form S-4 ” has the meaning set forth in Section 4.08 .

“ Acquiror MAE ” means any circumstance, change, development, condition or event that, individually or in the aggregate, has a material adverse effect on the business, financial condition or results of operations of Acquiror and its Subsidiaries taken as a whole over a period of more than two full fiscal years beginning with the current fiscal year of the Acquiror, or a change in employment status of Acquiror’s senior management as of the date of this Agreement that is reasonably likely to have a material adverse effect on Acquiror’s future prospects; provided , however , that any such effect resulting or arising from or relating to any of the following matters will not be considered when determining whether an Acquiror MAE has occurred or would reasonably be expected to occur: (i) any conditions in the industry in which the Acquiror competes in general; (ii) any conditions in the United States general economy or the general economy in other geographic areas in which the Acquiror operates; (iii) political conditions, including acts of war (whether or not declared), armed hostilities and terrorism, or developments or changes therein; (iv) any conditions resulting from natural disasters; (v) compliance by Acquiror and Merger Sub with its covenants in this Agreement; (vi) the failure of the financial or operating performance of the Acquiror to meet internal forecasts or budgets for any period prior to, on or after the date of this Agreement (but the underlying reason for the failure to meet such forecasts or budgets may be considered); (vii) any action taken or omitted to be taken by or at the request or with the consent of Parent; (viii) effects or conditions resulting from the announcement of this Agreement or the transactions contemplated thereby (including any employee departures); (ix) changes in Laws or accounting principles; or (x) changes in the trading

price or trading volume of Acquiror Common Stock (but the underlying reason for such changes may be considered); provided , further , that with respect to clauses (i), (ii), (iii), (iv) or (ix), such matter will be considered to the extent that it disproportionately affects the Acquiror as compared to similarly situated businesses operating in the same industry and geographic areas as the Acquiror operates.

" Acquiror Material Contract " has the meaning set forth in Section 3.09(a) .

" Acquiror Options " has the meaning set forth in Section 3.05(a) .

" Acquiror Owned Real Property " has the meaning set forth in Section 3.19(a) .

" Acquiror Real Property Leases " has the meaning set forth in Section 3.19(a) .

" Acquiror Right " has the meaning set forth in Section 3.05(a) .

" Acquiror Rights Agreement " has the meaning set forth in Section 3.05(a) .

" Acquiror SEC Filings " has the meaning set forth in Section 3.11(a) .

" Acquiror Series A Preferred Stock " has the meaning set forth in Section 3.05(a) .

" Acquiror Stockholder Approval " has the meaning set forth in Section 3.15(a) .

" Acquiror Stockholder Meeting " has the meaning set forth in Section 4.09 .

" Acquiror Stockholders " means the holders of Acquiror Common Stock.

" Acquiror Stock Issuance " has the meaning set forth in Section 1.07 .

" Acquiror Superior Proposal " has the meaning set forth in Section 4.10(f)(iii) .

" Acquiror Takeover Proposal " has the meaning set forth in Section 4.10(f)(ii) .

" Action " has the meaning given to such term in the Separation Agreement.

" Affiliate " has the meaning given to such term in the Separation Agreement.

" Agreement " has the meaning set forth in the preamble.

" Antitrust Laws " means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

" Assets " has the meaning given to such term in the Separation Agreement.

" Audited Financial Statements " has the meaning given to such term in Section 4.05(a) .

"Bank Letter" means a letter, in form and substance acceptable to Parent, from a financial institution stating its view, subject to reasonable and customary assumptions, that Wimbledon (or Merger Sub after the consummation of the Merger) could be expected to borrow the principal amount of the Wimbledon Credit Facility or the Refinancing, as the case may be, without a guarantee or other form of credit support from Acquiror; provided, however, that such financing may be on terms less favorable than those contained in the Wimbledon Credit Facility or the Refinancing, as the case may be.

"Break-Up Fee" means $60.0 million, in immediately available funds.

"Business Day" has the meaning given to such term in the Separation Agreement.

"Business Transfer Time" has the meaning given to such term in the Separation Agreement.

"Certificate of Merger" has the meaning set forth in Section 1.06(b).

"Certified Parent Expenses" means Parent's third party out-of-pocket costs and expenses relating to this Agreement, the Other Transaction Agreements and the Transactions as certified to Acquiror by an executive officer of Parent; provided, however, that the amount thereof may not exceed $6.0 million.

"Clean-Up Spin-Off" has the meaning set forth in the recitals.

"Closing" has the meaning set forth in Section 1.01.

"Closing Date" has the meaning set forth in Section 1.01.

"Code" has the meaning given to such term in the Separation Agreement.

"Commission" means the Securities and Exchange Commission.

"Compensation And Benefit Plans" has the meaning set forth in Section 2.09(a).

"Confidentiality Agreements" means those written confidentiality agreements previously entered into by Parent and Acquiror relating to the Transactions.

"Consents" has the meaning given to such term in the Separation Agreement.

"Continuing Employee" has the meaning given to such term in the Separation Agreement.

"Contracts" has the meaning given to such term in the Separation Agreement.

"Convey" (and variants of this term such as "Conveyance") has the meaning given to such term in the Separation Agreement.

" Credit Agreement " means that certain Credit Agreement, dated as of February 25, 2010, by and among Acquiror, the Lenders (as defined therein) and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (each as defined therein), as amended from time to time.

" Debt Financing Sources " means the entities that have committed to provide or otherwise entered into agreements in connection with the Acquiror Financing or Wimbledon Financing in connection with the Transactions, including any joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto together with their Affiliates, officers, directors, employees and representatives involved in any such financing and their successors and assigns.

" DGCL " means the General Corporation Law of the State of Delaware.

" Distribution " has the meaning set forth in the recitals.

" Distribution Date " means, as applicable (i) in the event that Parent elects to effect the Distribution in the form of a One-Step Spin-Off, the date selected by the Board of Directors of Parent or its designee for the distribution of Wimbledon Common Stock to Parent shareholders in connection with the One-Step Spin-Off and (ii) in the event that Parent elects to effect the Distribution in the form of an Exchange Offer, the date of the initial transfer of Wimbledon Common Stock to Parent shareholders in connection with the Exchange Offer, in accordance with the terms and conditions of the Exchange Offer as determined by Parent in its sole discretion and disclosed in the Wimbledon Form S-1/S-4.

" DLLCA " means the Limited Liability Company Act of the State of Delaware.

" Double-Choice Employees " has the meaning given to such term in the Separation Agreement.

" Effective Time " has the meaning set forth in Section 1.06(b) .

" End Date " has the meaning set forth in Section 6.01(b)(ii) .

" Environmental Claim " means any Action by any Person alleging Liability (including Liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, fines or penalties) for any Environmental Conditions.

" Environmental Conditions " has the meaning given to such term in the Separation Agreement.

" Environmental Law " has the meaning given to such term in the Separation Agreement.

" Enforceability Exception " has the meaning set forth in Section 2.02 .

" ERISA " means the Employee Retirement Income Security Act of 1974, as amended.

" ERISA Affiliate " means, with respect to an entity, any trade or business (whether or not incorporated) (i) under common control (within the meaning of Section 4001(b)(1) of ERISA) with such entity, or (ii) which, together with such entity, is treated as a single employer under Section 414(t) of the Code.

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" Exchange Agent " has the meaning set forth in Section 1.08(b) .

" Exchange Fund " has the meaning set forth in Section 1.08(b) .

" Exchange Offer " has the meaning set forth in the recitals.

" Exchange Ratio " has the meaning set forth in Section 1.07 .

" Fully Diluted Basis " means the number of shares of Acquiror Common Stock that are outstanding as of the specified date, plus the number of shares of Acquiror Common Stock issuable upon exercise of any outstanding Acquiror Equity Interests of any nature whatsoever, whether contingent, vested or unvested, or otherwise, in each case other than (i) the shares of the Acquiror Common Stock issued or to be issued in the Merger and (ii) the shares of Acquiror Common Stock issuable upon the exercise of Acquiror Rights pursuant to the Acquiror Rights Agreement.

" GAAP " means United States generally accepted accounting principles, as consistently applied by Parent in the preparation of its consolidated financial statements.

" Governmental Approval " has the meaning given to such term in the Separation Agreement.

" Governmental Authority " has the meaning given to such term in the Separation Agreement.

" Group " has the meaning given to such term in the Separation Agreement.

" Hazardous Materials " has the meaning given to such term in the Separation Agreement.

" Historical Financial Statements " has the meaning given to such term in Section 2.10(a) .

" HSR Act " has the meaning set forth in Section 2.03(a) .

" In-Scope Employees " has the meaning given to such term in the Separation Agreement.

" Intellectual Property " has the meaning given to such term in the Separation Agreement.

" Intended Tax-Free Treatment " means that (i) the Wimbledon Transfer, taken together with the Distribution, qualifies as a reorganization pursuant to Section 368(a)(1)(D) of the Code, (ii) the Distribution, as such, qualifies as a distribution of Wimbledon Common Stock to Parent shareholders pursuant to Section 355 of the Code, pursuant to which no gain or loss should be recognized for U.S. federal income Tax purposes, except to the extent of cash received in lieu of fractional shares, and (iii) the Merger qualifies as a reorganization pursuant to Section 368(a) of the Code.

" Knowledge " means, in the case of Acquiror, the actual knowledge without inquiry of the persons listed in Section 8.01 of the Acquiror Disclosure Letter as of the date of the representation, and, in the case of Parent, the actual knowledge without inquiry of the persons listed in Section 8.01 of the Parent Disclosure Letter as of the date of the representation.

" Law " has the meaning given to such term in the Separation Agreement.

" Leased Real Property " has the meaning set forth in Section 2.16(a) .

" Liabilities " has the meaning given to such term in the Separation Agreement.

" Measurement Date " has the meaning set forth in Section 3.05(a) .

" Mechelen Facility " has the meaning given to such term in the Separation Agreement.

" Merger " has the meaning set forth in Section 1.06(a) .

" Merger Consideration " has the meaning set forth in Section 1.07 .

" Merger Sub " has the meaning set forth in the preamble.

" Merger Sub Unit " has the meaning set forth in Section 3.05(b) .

" Minimum Condition " has the meaning set forth in Section 5.03(h) .

" NASDAQ " means The NASDAQ Stock Market.

" New Hire Employees " has the meaning given to such term in the Separation Agreement.

" Olestra Supply Agreement " has the meaning set forth in Section 4.16 .

" One-Step Spin-Off " has the meaning set forth in the recitals.

" One-Year Period " has the meaning set forth in Section 4.13(b) .

" Order " has the meaning given to such term in the Separation Agreement.

" Other Transaction Agreements " means the Separation Agreement and the other agreements and documents defined as "Ancillary Agreements" in the Separation Agreement.

" Other Wimbledon Material Contracts " means Wimbledon Material Contracts of a type described in Sections 2.08(a)(iv) , 2.08 (a)(vi)(B) (solely in the case of 2.08(a)(vi)(B) to the extent it is also reflected on 2.08(a)(iv)) or 2.08(a)(vii) .

" Owned Real Property " has the meaning set forth in Section 2.16(a) .

" Parent " has the meaning set forth in the preamble to this Agreement.

" Parent Cash Distribution " has the meaning set forth in Section 1.02(c) .

" Parent Common Stock " has the meaning set forth in the recitals.

" Parent Disclosure Letter " means the disclosure letter delivered by Parent to Acquiror immediately prior to the execution of this Agreement.

" Parent Group " has the meaning given to such term in the Separation Agreement.

" Parties " means Parent, Wimbledon, Acquiror and Merger Sub.

" Permits " means all permits, approvals, licenses, authorizations, certificates, rights, exemptions and Orders from Governmental Authorities.

" Permitted Encumbrances " means (a) with respect to Parent, Security Interests reflected in the Wimbledon balance sheets delivered as part of the Audited Financial Statements pursuant to Section 2.10 and with respect to Acquiror, Security Interests reflected in the Acquiror Financial Statements, (b) Security Interests consisting of zoning or planning restrictions, easements, permits and other restrictions or limitations on the use of real property or irregularities in title thereto which do not materially interfere with the use of the property in the Snacks Business with respect to Parent and Acquiror's property with respect to Acquiror, (c) Security Interests for current Taxes, assessments or similar governmental charges or levies not yet due or which are being contested in good faith, (d) mechanic's, workmen's, materialmen's, carrier's, repairer's, warehousemen's and similar other Security Interests arising or incurred in the ordinary course of business, (e) any Security Interests created in connection with the Wimbledon Credit Facility or any arrangements ancillary thereto, and (f) with respect to Acquiror, Security Interests securing obligations pursuant to the Credit Agreement or any refinancing thereof.

" Person " has the meaning given to such term in the Separation Agreement.

" Proposed Amendment " has the meaning set forth in Section 4.12 .

" Proxy Statement " has the meaning set forth in Section 4.08 .

"Qualifying Acquiror Takeover Proposal" has the meaning set forth in Section 4.10(f)(i).

"Real Property" has the meaning set forth in Section 2.17(a).

"Real Property Leases" has the meaning set forth in Section 2.16(a).

"Recapitalization" has the meaning set forth in Section 1.02(b).

"Recapitalization Amount" means $850.0 million; provided, however, that (a) if the Acquiror Average Price for the five Trading Days ending the Trading Day which is two clear Trading Days prior to either the date of the commencement of the Exchange Offer or the date of the distribution of the Wimbledon Common Stock pursuant to a One-Step Spin-Off, as applicable (such price, the "Acquiror Collar Stock Price") is greater than the Acquiror Base Stock Price, then the Recapitalization Amount will be reduced by an amount equal to the lesser of (i) $150.0 million and (ii) (A) (1) the Acquiror Collar Stock Price minus (2) the Acquiror Base Stock Price, times (B) the Wimbledon Stock Amount, and (b) if the Acquiror Collar Stock Price is less than the Acquiror Base Stock Price, then the Recapitalization Amount will be increased by an amount equal to the lesser of (i) $200.0 million and (ii) (A) (1) the Acquiror Base Stock Price minus (2) the Acquiror Collar Stock Price, times (B) the Wimbledon Stock Amount.

"Record Date" means, with respect to a One-Step Spin-Off or a Clean-Up Spin-Off, the close of business on the date to be determined by Parent's Board of Directors as the record date for determining shareholders of Parent entitled to receive shares of Wimbledon Common Stock in such spin-off.

"Record Holders" mean the holders of record of Parent Common Stock as of the close of business on the Record Date.

"Refinancing" has the meaning set forth in Section 4.13(b).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into surface water, groundwater, land surface or subsurface strata or ambient air (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant).

"Representatives" means with respect to any Person, such Person's officers, employees, agents, advisors, directors and other representatives.

"Revised Minimum Condition" has the meaning set forth in Section 5.03(h).

"Schedule TO" has the meaning set forth in Section 4.08.

"Securities Act" means the Securities Act of 1933, as amended.

" Security Interest " has the meaning given to such term in the Separation Agreement.

" Segregated Cash Amount " has the meaning given to such term in Section 1.02(c) .

" Separation Agreement " means the Separation Agreement in the form of Exhibit A attached to this Agreement among Wimbledon, Parent and Acquiror.

" Shared Operational Real Property " has the meaning set forth in Section 2.16(a) .

" Snacks Business " has the meaning given to such term in the Separation Agreement.

" Snacks Business MAE " means any circumstance, change, development, condition or event that, individually or in the aggregate, has a material adverse effect on the business, financial condition or results of operations of the Snacks Business taken as a whole over a period of more than two full fiscal years beginning with the fiscal year commencing July 1, 2010; provided , however , that any such effect resulting or arising from or relating to any of the following matters will not be considered when determining whether a Snacks Business MAE has occurred or would reasonably be expected to occur: (i) any conditions in the industry in which the Snacks Business competes in general; (ii) any conditions in the United States general economy or the general economy in other geographic areas in which the Snacks Business operates; (iii) political conditions, including acts of war (whether or not declared), armed hostilities and terrorism, or developments or changes therein; (iv) any conditions resulting from natural disasters; (v) compliance by Parent and Wimbledon with their covenants in this Agreement; (vi) the failure of the financial or operating performance of the Snacks Business to meet internal forecasts or budgets for any period prior to, on or after the date of this Agreement (but the underlying reason for the failure to meet such forecasts or budgets may be considered); (vii) any action taken or omitted to be taken by or at the request or with the consent of Acquiror; (viii) effects or conditions resulting from the announcement of this Agreement or the transactions contemplated thereby, including any employee departures; (ix) any deterioration in the business, financial condition or results of operations of the Snacks Business that occurs subsequent to the date of this Agreement and prior to the Closing Date and does not (A) arise out of any breach of this Agreement or the Separation Agreement by Parent or Wimbledon, or (B) arise out of any extraordinary event of a nature described in clauses (iii) or (iv) (and in which case, such extraordinary event will be considered to the extent that it disproportionately affects the Snacks Business as compared to similarly situated businesses operating in the potato crisp business in the United States and other geographic areas in which the Snacks Business operates), or (C) arise out of a product recall required under applicable Law relating to human health and food safety of the products manufactured and/or distributed by, or on behalf of, the Snacks Business or out of a product tampering event that involves tampering with the products manufactured and/or distributed by, or on behalf of, the Snacks Business (and in which case, such recall or product tampering event will be considered to the extent that it disproportionately affects the Snacks

Business as compared to similarly situated businesses operating in the potato crisp business in the United States and other geographic areas in which the Snacks Business operates); or (x) changes in Laws or accounting principles; provided , further , that with respect to clauses (i), (ii), (iii), (iv) or (x), such matter will be considered to the extent that it disproportionately affects the Snacks Business as compared to similarly situated businesses operating in the potato crisp business in the United States and other geographic areas in which the Snacks Business operates.

" Snacks Business Pension Plans " has the meaning given to such term in the Separation Agreement.

" Subsidiary " has the meaning given to such term in the Separation Agreement.

" Surviving Company " has the meaning set forth in Section 1.06(a) .

" Surviving Transaction Agreement Items " has the meaning set forth in Section 7.01 .

" Target Dates " means, at the election of Parent, any day in the last week of November 2011 or first week in December 2011 (the " 2011 Target Dates ") or, at the election of, Parent any day in the last week of February 2012 or first week of March 2012 (the " 2012 Target Dates ").

" Tax" or "Taxes " has the meaning set forth in the Tax Matters Agreement.

" Tax Matters Agreement " has the meaning set forth in the Separation Agreement.

" Tax Return " has the meaning set forth in the Tax Matters Agreement.

" Temporary Employee " has the meaning set forth in Section 4.01(a) .

" Trading Day " means any day on which there are sales of Acquiror Common Stock on the NASDAQ composite tape.

" Transaction Announcements " has the meaning set forth in Section 4.03 .

" Transactions " means the Wimbledon Transfer, the Recapitalization, the Distribution, the Merger and the other transactions contemplated by this Agreement and the Other Transaction Agreements.

" TSA " has the meaning set forth in the Separation Agreement.

" Unaudited Financial Information " has the meaning set forth in Section 2.10(c) .

" US Continuing Employee " has the meaning given to such term in the Separation Agreement.

" Wimbledon " has the meaning set forth in the preamble.

" Wimbledon Assets " has the meaning given to such term in the Separation Agreement.

" Wimbledon Business " has the meaning given to such term in the Separation Agreement.

" Wimbledon Commitment Letter " means the commitment letter from Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated providing for the Wimbledon Credit Facility, attached as Exhibit B .

" Wimbledon Credit Documents " means a fully committed credit agreement with Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated or the Wimbledon Commitment Letter from Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated providing for the Wimbledon Credit Facility.

" Wimbledon Common Stock " has the meaning given to such term in the Separation Agreement.

" Wimbledon Contract " has the meaning given to such term in the Separation Agreement.

" Wimbledon Credit Facility " has the meaning set forth in Section 1.02(b) .

" Wimbledon Entities " has the meaning given to such term in the Separation Agreement.

" Wimbledon Equity Interests " has the meaning set forth in Section 2.04 .

" Wimbledon Facilities " has the meaning given to such term in the Separation Agreement.

" Wimbledon Financing " means the receipt of funds pursuant to the Wimbledon Credit Facility.

" Wimbledon Form S-1/S-4 " has the meaning set forth in Section 4.08 .

" Wimbledon Group " has the meaning given to such term in the Separation Agreement.

" Wimbledon Liabilities " has the meaning given to such term in the Separation Agreement.

" Wimbledon Material Contract " has the meaning set forth in Section 2.08(a) .

" Wimbledon Software " has the meaning given to such term in the Separation Agreement.

" Wimbledon Stock Amount " means 29,143,190 shares of Acquiror Common Stock.

"Wimbledon Stock Issuance" has the meaning set forth in Section 1.02(a)(i).

"Wimbledon Transfer" has the meaning given to such term in the Separation Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

THE PROCTER & GAMBLE COMPANY

By: /s/ Teri L. List
Name: Teri L. List
Title: Senior Vice President and Treasurer

THE WIMBLE COMPANY

By: /s/ Joseph A. Stegbauer
Name: Joseph A. Stegbauer
Title: President

DIAMOND FOODS, INC.

By: /s/ Michael J. Mendes
Name: Michael J. Mendes
Title: Chairman, President and Chief Executive Officer

WIMBLEDON ACQUISITION LLC

By: /s/ Steven M. Neil
Name: Steven M. Neil
Title: Manager

[Signature Page to the Transaction Agreement]

Exhibit 2.2

EXECUTION COPY

SEPARATION AGREEMENT

among

THE PROCTER & GAMBLE COMPANY,

THE WIMBLE COMPANY

and

DIAMOND FOODS, INC.

dated as of

April 5, 2011

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SEPARATION AGREEMENT

This Separation Agreement (this " Agreement ") is dated as of April 5, 2011 among The Procter & Gamble Company, an Ohio corporation (" Parent "), The Wimble Company, a Delaware corporation and presently a wholly owned Subsidiary of Parent (" Wimbledon "), and Diamond Foods, Inc., a Delaware corporation (" Acquiror ").

RECITALS

1. Parent is engaged, directly and indirectly, in the Snacks Business;

2. Parent has determined that it would be appropriate and desirable to separate the Snacks Business from Parent and to divest the Snacks Business in the manner contemplated by the Transaction Agreement, dated the date hereof (the " Transaction Agreement "), among Parent, Acquiror and the other parties thereto;

3. Parent has caused Wimbledon to be formed in order to facilitate such separation and divestiture;

4. Parent currently owns all of the issued and outstanding shares of common stock, par value $0.01 per share, of Wimbledon (the " Wimbledon Common Stock ");

5. Parent and Wimbledon have each determined that, subject to the terms and conditions herein, it would be appropriate and desirable for Parent and certain of its Subsidiaries to, directly or indirectly, Convey to Wimbledon and/or the Wimbledon Entities, as applicable, certain Assets of the Snacks Business in exchange for (i) the assumption by Wimbledon and/or the Wimbledon Entities, as applicable, of certain Liabilities of the Snacks Business, (ii) Parent's receipt of shares of Wimbledon Common Stock, and (iii) Parent Group's receipt of the Recapitalization Amount as specifically described in the Transaction Agreement;

6. Parent and Wimbledon intend that the Wimbledon Transfer and Distribution should qualify as a "reorganization" under Section 368(a) of the Code;

7. Pursuant to the Transaction Agreement, immediately after the Distribution, Wimbledon will merge with and into Merger Sub, with Merger Sub continuing as the surviving entity, and Wimbledon Common Stock will be converted into the right to receive shares of common stock of Acquiror on the terms and subject to the conditions of the Transaction Agreement;

8. The Parties intend that the execution of this Agreement and the Transaction Agreement constitutes a "plan of reorganization" within the meaning of Section 368 of the Code;

9. Pursuant to the plan of reorganization and as soon as practicable following the Distribution Date, Parent will effect the Parent Cash Distribution to Parent's

creditors in retirement of outstanding Parent indebtedness in the manner described in the Transaction Agreement;

10. Parent and Acquiror are simultaneously entering into the Split Agreement to effect the physical and legal separation of the Mechelen Site in connection with the transactions contemplated by this Agreement and the Transaction Agreement; and

11. The Parties intend in this Agreement to set forth the principal arrangements among them regarding the Wimbledon Transfer.

Accordingly, the Parties agree as follows:

I. TRANSFER OF THE SNACKS BUSINESS

1.1 ***Transfer of Assets*** . Except as provided in Section 1.8(b) , effective as of the Business Transfer Time, Parent will assign, transfer, convey and deliver (" Convey ") (or will cause any applicable Subsidiary to Convey) to Wimbledon, or a Wimbledon Entity, and Wimbledon will accept from Parent, or the applicable Subsidiary of Parent, and will cause the applicable Wimbledon Entity to accept, all of Parent's and its applicable Subsidiaries' respective right, title and interest in and to all Wimbledon Assets (other than any Wimbledon Assets that are already held as of the Business Transfer Time by Wimbledon or a Wimbledon Entity, which Wimbledon Asset will continue to be held by Wimbledon or such Wimbledon Entity).

1.2 ***Assumption of Liabilities*** . Effective as of the Business Transfer Time, Parent will Convey (or will cause any applicable Subsidiary to Convey) to Wimbledon or a Wimbledon Entity, and Wimbledon will assume, perform and fulfill when due and, to the extent applicable, comply with, or will cause any applicable Wimbledon Entity to assume, perform and fulfill when due and, to the extent applicable, comply with, all of the Wimbledon Liabilities, in accordance with their respective terms (other than any Wimbledon Liability that as of the Business Transfer Time is already a Liability of Wimbledon or a Wimbledon Entity, which Wimbledon Liability will continue to be a Liability of Wimbledon or such Wimbledon Entity). As between members of the Parent Group, on the one hand, and members of the Wimbledon Group, on the other hand, the members of the Wimbledon Group will be solely responsible for all Wimbledon Liabilities, on a joint and several basis.

1.3 ***Transfer of Excluded Assets; Excluded Liabilities*** . Subject to Section 1.8(b) , prior to the Business Transfer Time, (a) Parent will cause any applicable Wimbledon Entity to Convey to Parent or a Subsidiary of Parent any Excluded Assets that it owns, leases or has any right to use, and Parent will accept from such member of the Wimbledon Group, and will cause an applicable Subsidiary of Parent to accept, all such respective right, title and interest in and to any and all of such Excluded Assets and (b) Parent will cause any applicable Wimbledon Entity to Convey any Excluded Liability for which it is otherwise responsible to Parent or a Subsidiary of Parent, and Parent will assume, perform and fulfill when due, and to the extent applicable, comply with, or will cause the applicable Subsidiary of Parent to assume, perform and fulfill

when due, and to the extent applicable, comply with, any and all of such Excluded Liabilities.

1.4 ***Misallocated Transfers*** . In the event that, at any time from and after the Business Transfer Time, either Party (or any member of the Parent Group or the Wimbledon Group, as applicable) discovers that it or its Affiliates is the owner of, receives or otherwise comes to possess any Asset (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable) or is liable for any Liability that is allocated to any Person that is a member of the other Group pursuant to this Agreement or any Ancillary Agreement (except in the case of any acquisition of Assets or assumption of Liabilities from the other Party for value subsequent to the Business Transfer Time), such Party will promptly Convey, or cause to be Conveyed, such Asset or Liability to the Person so entitled thereto (and the relevant Party will cause such entitled Person to accept such Asset or assume such Liability). Prior to any such transfer, such Asset will be held in accordance with Section 1.8 .

1.5 ***Wimbledon Assets*** . (a) For purposes of this Agreement, " Wimbledon Assets " will mean, in each case to the extent existing and owned or held immediately prior to the Business Transfer Time by Parent or any of its Subsidiaries, the following Assets:

(i) (A) all computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture and office equipment located at the Wimbledon Facilities and the equipment exclusively used in the Snacks Business located at the pilot plant at the Winton Hill Business Center; (B) computers, PDAs and similar equipment provided by the Parent Group in connection with a Continuing Employee's performance of services; (C) motor vehicles and other transportation equipment, special and general tools, prototypes and models and other tangible personal property exclusively used or held for exclusive use in the Snacks Business, which includes the items listed in Schedule 1.5(a)(i) that Parent will provide to Acquiror within 90 days prior to the first day of the range of 2011 Target Dates;

(ii) all inventories of materials, parts, raw materials, packaging materials, supplies, work-in-process, goods in transit and finished goods and products exclusively used or held for exclusive use in the Snacks Business (the " Wimbledon Inventory ");

(iii) all Real Property Interests in the facilities listed in Schedule 1.5(a)(iii) (the " Wimbledon Facilities ");

(iv) all issued and outstanding capital stock or other equity interests of the Subsidiaries of Parent listed in Schedule 1.5(a)(iv) , including any entities that may be designated as Wimbledon Entities pursuant to Section 4.13 (such capital stock or other equity interests, the

“ Wimbledon Entity Interests ”, and such Subsidiaries, the “ Wimbledon Entities ”);

(v) all interests, rights, claims and benefits of Parent and any of its Subsidiaries pursuant to and associated with all Wimbledon Contracts;

(vi) all of the Governmental Approvals issued or granted to Parent or any of its Subsidiaries and exclusively used or held for exclusive use in the Snacks Business, which Governmental Approvals will be listed in Schedule 1.5(a)(vi) that Parent will provide to Acquiror within 60 days following the date of this Agreement (the “ Wimbledon Governmental Approvals ”);

(vii) all Intellectual Property and all UPC, EAN and similar codes exclusively used or held for exclusive use in the Snacks Business, including the Intellectual Property listed in Schedule 1.5(a)(vii) and goodwill related thereto and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation of any of the foregoing (the “ Included IP Assets);

(viii) (A) all business and employment records exclusively related to the Snacks Business, including the corporate minute books and related stock records of the members of the Wimbledon Group, (B) all of the separate financial and Tax records of the members of the Wimbledon Group that do not form part of the general ledger of Parent or any of its Affiliate (other than the members of the Wimbledon Group), and (C) all other books, records, ledgers, files, documents, correspondence, lists, plats, drawings, photographs, product literature (including historical), advertising and promotional materials, distribution lists, customer lists, supplier lists, studies, reports, market and market share data owned by Parent, operating, production and other manuals, manufacturing and quality control records and procedures, research and development files, and accounting and business books, records, files, documentation and materials, in all cases whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form, that are exclusively related to the Snacks Business (collectively, the “ Wimbledon Books and Records ”); provided , however , that (x) none of clauses (A), (B) or (C) will include Intellectual Property in any such records, writings or other materials (which is the subject of clause (vii), above), (y) Parent will be entitled to retain a copy of the Wimbledon Books and Records, which will be subject to the provisions of Section 4.3(a) , and (z) neither clause (A) nor (C) will be deemed to include any books, records or other items or portions thereof (1) with respect to which it is not reasonably practicable to identify and extract the portion thereof exclusively related to the Snacks Business from the portions thereof that relate to businesses of Parent other than the Snacks Business, (2) that are subject to restrictions on

transfer pursuant to applicable Laws regarding personally identifiable information or Parent's privacy policies regarding personally identifiable information or with respect to which transfer would require any Governmental Approval under applicable Law, (3) that relate to performance ratings or assessments of employees of Parent and its Affiliates (including performance history, reports prepared in connection with bonus plan participation and related data (other than individual bonus opportunities based on target bonus as a percentage of base salary)), unless such records are required to be transferred to Wimbledon under applicable Law, or (4) that relate to any employees that are not Continuing Employees;

(ix) the benefits of all prepaid expenses (other than allocated expenses), including prepaid leases and prepaid rentals, in each case arising exclusively out of the operation or conduct of the Snacks Business;

(x) all software owned, licensed or held by Parent or its Subsidiaries for exclusive use in the Snacks Business, which software will be listed in Schedule 1.5(a)(x) that Parent will provide to Acquiror within 90 days following the date of this Agreement (the " Wimbledon Software ");

(xi) all goodwill of the Snacks Business;

(xii) all rights to causes of action, lawsuits, judgments, claims, counterclaims and demands exclusively related to the Snacks Business, which rights will be listed in Schedule 1.5(a)(xii) that Parent will provide to Acquiror within 60 days following the date of this Agreement;

(xiii) the Assets of Parent and its Affiliates identified on Schedule 1.5(a)(xiii) ;

(xiv) all Assets in respect of Continuing Employees under the Snacks Business Pension Plans (as defined in Schedule 1.5 (a)(xiv)) , determined in accordance with Schedule 1.5(a)(xiv) (the " Snacks Business Pension Plan Assets ");

(xv) the right to enforce the confidentiality provisions of any confidentiality, non-disclosure or other similar Contracts to the extent related to confidential information of the Snacks Business and rights to enforce the Intellectual Property assignment provisions of any invention assignment Contract to the extent related to the development of Intellectual Property of the Snacks Business;

(xvi) all rights of the Wimbledon Group under this Agreement and the Transaction Agreement or any Ancillary Agreement and the certificates, instruments and Transfer Documents delivered in connection therewith; and

(xvii) any and all other Assets owned or held immediately prior to the Business Transfer Time by Parent or any of its Subsidiaries that are exclusively used in or related to, the Snacks Business.

A single Asset may fall within more than one of clauses (i)-(xv) in this Section 1.5(a) ; such fact does not imply that (x) such Asset must be Conveyed more than once or (y) that any duplication of such Asset is required. The fact that an Asset may be excluded under one clause does not imply that it is not intended to be included under another.

(b) Notwithstanding Section 1.6(a) , the Wimbledon Assets will not in any event include any of the following Assets (the " Excluded Assets "):

(i) the Assets listed or described on Schedule 1.5(b)(i) ;

(ii) the Excluded IP Assets;

(iii) Assets in respect of any and all Compensation And Benefit Plans and all other compensation and benefit plans sponsored by the Parent Group, other than the Snacks Business Pension Plan Assets;

(iv) all third-party accounts receivable of Parent and its Affiliates;

(v) all cash and cash equivalents (including investments and securities but excluding any capital stock or other equity interest in any member of the Wimbledon Group) and all bank or other deposit accounts of Parent and its Affiliates;

(vi) other than any Asset specifically listed or described in Section 1.5(a) or the Schedules thereto, any and all Assets of Parent or its Affiliates that are not exclusively used, held for exclusive use in, or exclusively related to, the Snacks Business;

(vii) any tangible property located at any owned or leased property of Parent and its Affiliates that is not a Wimbledon Facility, unless such Asset is exclusively used, held for exclusive use in, or exclusively related to, the Snacks Business;

(viii) any furniture or office equipment other than (A) computers, PDAs and similar equipment provided by the Parent Group in connection with a Continuing Employee's performance of services or (B) furniture and office equipment at the Wimbledon Facilities;

(ix) all rights to causes of action, lawsuits, judgments, claims, counterclaims or demands of Parent, its Affiliates or any member of the Wimbledon Group against a party other than Acquiror or its Affiliates that do not exclusively relate to the Snacks Business;

(x) all financial and Tax records relating to the Snacks Business that form part of the general ledger of Parent or any of its Affiliates (other than the members of the Wimbledon Group), any working papers of Parent's auditors, and any other Tax records (including accounting records) of Parent or any of its Affiliates (other than the members of the Wimbledon Group);

(xi) all rights to insurance policies or practices of Parent and its Affiliates (including any captive insurance policies, fronted insurance policies, surety bonds or corporate insurance policies or practices, or any form of self-insurance whatsoever), any refunds paid or payable in connection with the cancellation or discontinuance of any such policies or practices, and any claims made under such policies;

(xii) other than rights to enforce the confidentiality provisions of any confidentiality, non-disclosure or other similar Contracts to the extent related to confidential information of the Snacks Business, all records relating to the negotiation and consummation of the transactions contemplated by this Agreement and all records prepared in connection with the potential divestiture of all or a part of the Snacks Business, including (A) bids received from third parties and analyses relating to such transactions and (B) confidential communications with legal counsel representing Parent or its Affiliates and the right to assert the attorney-client privilege with respect thereto;

(xiii) all rights of Parent or its Affiliates (other than members of the Wimbledon Group) under this Agreement, the Transaction Agreement or any Ancillary Agreement;

(xiv) all software owned or used by Parent and its Affiliates (other than the Wimbledon Software and any software licensed under the Wimbledon Contracts); and

(xv) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by Parent or any other member of the Parent Group.

The Parties acknowledge and agree that, except for such rights as are otherwise expressly provided in the Agreement or any Ancillary Agreements, neither Wimbledon nor any of its Subsidiaries will acquire or be permitted to retain any right, title or interest in any Excluded Assets through the Conveyance of the Wimbledon Entity Interests, and that if any of the Wimbledon Entities owns, leases or has the right to use any such Excluded Assets, such Excluded Assets will be Conveyed to Parent as contemplated by Section 1.3 .

(c) Any Assets of any member of the Parent Group not included in any of the clauses in Section 1.5(a) above are Excluded Assets and no Excluded Assets will

be Wimbledon Assets. For the avoidance of doubt, all right, title and interest in and to the Excluded IP Assets are expressly retained by the Parent Group in all respects.

1.6 ***Wimbledon Liabilities*** . (a) For the purposes of this Agreement, " Wimbledon Liabilities " will mean each of the following, regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Business Transfer Time, or where or against whom such Liabilities are asserted or determined or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by Parent, Wimbledon, or any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates:

(i) all Liabilities of Parent and its Affiliates (including the members of the Wimbledon Group) to the extent arising exclusively out of, exclusively relating to or otherwise exclusively in respect of, the ownership or use of the Wimbledon Assets or the operation or the conduct of the Wimbledon Business, whether before, at or after the Business Transfer Time;

(ii) all Liabilities relating to or arising out of any Environmental Conditions arising out of operations at any of the Wimbledon Facilities (which, for purposes of this Section 1.6(a)(ii) , will be deemed to include the Mechelen Facility), or otherwise existing on, under, about or in the vicinity of any of the Wimbledon Facilities (including any release of Hazardous Materials occurring before, at or after the Business Transfer Time that has migrated, is migrating or in the future migrates to any of the Wimbledon Facilities and Environmental Conditions at any third-party site to the extent Liability arises from Hazardous Materials generated at any Wimbledon Facility) or any violation of, or remediation or other requirements under, any Environmental Law as a result of the operation of any of the Wimbledon Facilities, except, in the case of the Mechelen Facility, any such Liabilities: (a) that arise exclusively from the operation of Parent's fabric care business will be an Excluded Liability; (b) that arise exclusively from the operation of the Snacks Business will be a Wimbledon Liability; and (c) that are determined to arise from both the operation of Parent's fabric care business and the Snacks Business will be allocated proportionately between Parent and Wimbledon;

(iii) all Liabilities reflected as Liabilities of the Snacks Business on the Wimbledon Balance Sheet, except to the extent that such Liabilities were discharged subsequent to the date of the Wimbledon Balance Sheet and prior to the Business Transfer Time, and all Liabilities of Parent or its Subsidiaries that arise after the date of the Wimbledon Balance Sheet that would be reflected in the combined balance sheet of the Snacks Business as of the Business Transfer Time if such balance sheet was prepared using the same accounting principles and policies under which the Wimbledon Balance Sheet was prepared;

(iv) all Liabilities under the Wimbledon Credit Facility; and

(v) the Liabilities listed or described on Schedule 1.6(a)(v) and all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by Wimbledon or any other member of the Wimbledon Group, and, except for Excluded Liabilities, all Liabilities of Wimbledon or any other member of the Wimbledon Group under this Agreement or any of the Ancillary Agreements, including Liabilities in respect of Continuing Employees under the Snacks Business Pension Plans as contemplated by Schedule 1.5(a)(xiv) , but excluding all other Liabilities under the Snacks Business Pension Plans (including Liabilities in respect of persons other than Continuing Employees).

A single Liability may fall within more than one of clauses (i)-(v) in this Section 1.6(a) ; such fact does not imply that (x) such Liability must be Conveyed more than once or (y) any duplication of such Liability is required. The fact that a Liability may be excluded under one clause does not imply that it is not intended to be included under another.

(b) Notwithstanding the foregoing, the Wimbledon Liabilities will not in any event include any of the following Liabilities (the " Excluded Liabilities "):

(i) all Liabilities of a member of the Parent Group to the extent relating to, arising out of, resulting from or otherwise in respect of, the ownership or use of the Excluded Assets other than in the operation or conduct of the Wimbledon Business, whether before, at or after the Business Transfer Time;

(ii) all Liabilities (including reporting and withholding and other related Taxes) under Compensation And Benefit Plans other than Liabilities in respect of Continuing Employees under the Snacks Business Pension Plans as contemplated by Schedule 1.5(a)(xiv) ;

(iii) all Liabilities under Intercompany Accounts; and

(iv) all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement as Liabilities to be retained or assumed by Parent or any other member of the Parent Group, and all Liabilities of any member of the Parent Group under this Agreement or any of the Ancillary Agreements.

The Parties acknowledge and agree that neither Wimbledon nor any other member of the Wimbledon Group will be required to assume or retain any Excluded Liabilities as a result of the Conveyance of the Wimbledon Entity Interests, and that if any of the Wimbledon Entities is liable for any Excluded Liabilities, such Excluded Liabilities will be assumed by Parent as contemplated by Section 1.3 ; provided , however , that, for the avoidance of doubt, nothing herein will be construed as eliminating, reducing or

otherwise altering any of Acquiror's or its Affiliates' respective obligations with respect to the Continuing Employees under Article V.

(c) Any Liabilities of any member of the Parent Group not included in any of the clauses in Section 1.6(a) above are Excluded Liabilities and no Excluded Liabilities will be Wimbledon Liabilities.

1.7 ***Termination of Intercompany Agreements; Settlement of Intercompany Accounts***. (a) Except as set forth in Section 1.7(b), Wimbledon, on behalf of itself and each other member of the Wimbledon Group, on the one hand, and Parent, on behalf of itself and each other member of the Parent Group, on the other hand, hereby terminate any and all Contracts, whether or not in writing, between or among Wimbledon or any member of the Wimbledon Group, on the one hand, and Parent or any member of the Parent Group, on the other hand, effective as of the Business Transfer Time; provided, however, that the Wimbledon Group may borrow money under the Wimbledon Credit Documents up to the amount of the Recapitalization Amount if necessary or desirable to (i) terminate any such Contracts as contemplated by this Section 1.7(a) or (ii) net or settle Intercompany Accounts as contemplated by Section 1.7(c). No such Contract (including any provision thereof which purports to survive termination) will be of any further force or effect after the Business Transfer Time and all parties will be released from all Liabilities thereunder. Each Party will, at the reasonable request of any other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 1.7(a) will not apply to any of the following Contracts (or to any of the provisions thereof):

(i) this Agreement, the Transaction Agreement and the Ancillary Agreements (and each other Contract expressly contemplated by this Agreement, the Transaction Agreement or any Ancillary Agreement to be entered into or continued by any of the Parties or any of the members of their respective Groups);

(ii) any Contracts to which any Person other than the Parties and their respective Affiliates is a Party (it being understood that to the extent that the rights and Liabilities of the Parties and the members of their respective Groups under any such Contracts constitute Wimbledon Assets or Wimbledon Liabilities, they will be Conveyed pursuant to Sections 1.1 or 1.2 or allocated pursuant to Section 1.7(c)); and

(iii) any other Contracts that this Agreement, the Transaction Agreement or any Ancillary Agreement expressly contemplates will survive the Business Transfer Time.

(c) All of the intercompany receivables, payables, loans and other accounts, rights and Liabilities between Wimbledon or any Wimbledon Entity, on the one hand, and Parent or any of its Subsidiaries (other than Wimbledon and the

Wimbledon Entities), on the other hand, in existence as of immediately prior to the Business Transfer Time (collectively, the "Intercompany Accounts") will be netted against each other, and the balance will be, without further action, contributed to the equity of Wimbledon or distributed to Parent, as the case may be, such that, as of the Business Transfer Time, there are no Intercompany Accounts outstanding.

1.8 ***Governmental Approvals and Third-Party Consents*** . (a) Obtaining Consents . To the extent that the consummation of the Wimbledon Transfer requires any third-party Governmental Approvals or Consents, the Parties will, prior to the Closing and for a reasonable period not to exceed one year thereafter, use their respective best efforts to obtain such Consents or Governmental Approvals, subject to the limitations set forth in this Section 1.8 ; provided , however , that Parent will not be required to make any payments, incur any Liability or offer or grant any accommodation (financial or otherwise) to any third party to obtain any such Consent, except and only to the extent that Acquiror agrees to reimburse and make whole Parent to Parent's reasonable satisfaction for any payment or other accommodation made by Parent at Acquiror's request. For the avoidance of doubt, the required efforts and responsibilities of the Parties (i) to seek the Consents necessary to provide the Services (as defined in the TSA) will be governed by Section 7.4 of the TSA and (ii) to seek Governmental Approvals pursuant to the HSR Act and any other antitrust Laws and the Acquiror Stockholder Approval will be governed by the Transaction Agreement.

(b) Transfer in Violation of Laws or Requiring Consent or Governmental Approval . If and to the extent that the valid, complete and perfected Conveyance to the Wimbledon Group of any Wimbledon Assets or to the Parent Group of any Excluded Asset would be a violation of applicable Laws or require any Consent or Governmental Approval in connection with the Wimbledon Transfer that has not been obtained at the Business Transfer Time, then, notwithstanding any other provision hereof, the Conveyance to the Wimbledon Group of such Wimbledon Assets or to the Parent Group of such Excluded Asset will automatically be deferred and no Conveyance will occur until all legal impediments are removed or such Consents or Governmental Approvals have been obtained (except that Parent or Acquiror may elect to require the immediate Conveyance of any Wimbledon Asset or Excluded Asset notwithstanding any requirement that an immaterial Consent or immaterial Governmental Approval be obtained; provided , however , that (x) if Acquiror so elects to require the immediate Conveyance of any such Wimbledon Asset or Excluded Asset, any Liabilities arising from such Conveyance will be deemed to be Wimbledon Liabilities, (y) if Parent so elects to require the immediate Conveyance of any such Wimbledon Asset or Excluded Asset, any Liabilities arising from such Conveyance will be deemed to be Excluded Liabilities, and (z) if Acquiror and Parent jointly agree to immediately Convey such Wimbledon Asset or Excluded Asset, any Liabilities arising from such Conveyance will be shared evenly between Wimbledon and Parent and, notwithstanding any provision in Section 3.5 to the contrary, the defense of any Third-Party Claim relating thereto will be jointly managed by Wimbledon and Parent). Notwithstanding the foregoing, any such Asset will still be considered a Wimbledon Asset or Excluded Asset, as applicable, and the Person retaining such Asset will thereafter hold such Asset in trust for the benefit, insofar as reasonably possible (taking

into account any applicable restrictions or considerations relating to the contemplated Tax treatment of the Transactions), of the Person entitled thereto (and at such Person's sole expense) until the consummation of the Conveyance thereof. The Parties will use their commercially reasonable efforts to develop and implement arrangements to place the Person entitled to receive such Asset, insofar as reasonably possible, in the same position as if such Asset had been Conveyed as contemplated hereby and so that all the benefits and burdens relating to such Asset, including possession, use, risk of loss, potential for gain, any Tax Liabilities in respect thereof and dominion, control and command over such Asset, are to inure from and after the Business Transfer Time. If and when the legal or contractual impediments the presence of which caused the deferral of transfer of any Asset pursuant to this Section 1.8(b) are removed or any Consents and/or Governmental Approvals the absence of which caused the deferral of transfer of any Asset pursuant to this Section 1.8(b) are obtained, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement and/or such applicable Ancillary Agreement. The obligations set forth in this Section 1.8(b) will terminate on the two-year anniversary of the Business Transfer Time.

1.9 ***No Representation Or Warranty*** **.** ***Each of Acquiror and Wimbledon acknowledges that neither Parent nor any member of the Parent Group makes any express or implied representation or warranty herein as to any matter whatsoever, including any representation or warranty with respect to: (a) the value of any Wimbledon Asset or the amount of any Wimbledon Liability, (b) the freedom from any Security Interest of any Wimbledon Asset, (c) the absence of defenses or freedom from counterclaims with respect to any claim to be Conveyed to Wimbledon or held by a member of the Wimbledon Group, or (d) any implied warranties of merchantability and fitness for a particular purpose. Acquiror, on its own behalf and on behalf of its respective Subsidiaries and Affiliates (including after the Closing, Wimbledon), further acknowledges that all other warranties that Parent or any member of the Parent Group gave or might have given, or which might be provided or implied by applicable Law or commercial practice, are hereby expressly excluded. All Assets to be transferred to Wimbledon (and all of the Wimbledon Assets held by the Wimbledon Entities) will be transferred and are held "AS IS, WHERE IS" and from and after the Closing Wimbledon will bear the economic and legal risk that any Conveyance will prove to be insufficient to vest in Wimbledon good and marketable title, free and clear of any Security Interest or any necessary Consents or Governmental Approvals that are not obtained or that any requirements of Laws are not complied with. For the avoidance of doubt, this Section 1.9 will not have any effect on any representation or warranty made by Parent or any member of the Parent Group in the Transaction Agreement or any Ancillary Agreement.***

1.10 ***Waiver of Bulk-Sales Laws*** . Each of Parent and Wimbledon hereby waives compliance by each member of their respective Group with the requirements and provisions of the "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Assets to any member of the Parent Group or Wimbledon Group, as applicable.

II. COMPLETION OF THE WIMBLEDON TRANSFER

2.1 ***Business Transfer Time*** . Subject to the satisfaction and waiver of the conditions set forth in Article VI , the effective time and date of each Conveyance and assumption of any Asset or Liability in accordance with Article I in connection with the Wimbledon Transfer will be 12:01 a.m., Eastern Time, on the anticipated Closing Date (such time, the " Business Transfer Time ," and such date the " Business Transfer Date ").

2.2 ***Transfer of the Snacks Business*** . (a) Agreements to be Delivered by Parent . On the Business Transfer Date, Parent will deliver, or will cause its appropriate Subsidiaries to deliver, to Wimbledon all of the following instruments:

(i) A Tax Matters Agreement in the form attached hereto as Exhibit A (the " Tax Matters Agreement "), duly executed by the members of the Parent Group party thereto;

(ii) A Transition Services Agreement in the form attached hereto as Exhibit B (the " TSA "), duly executed by the members of the Parent Group party thereto;

(iii) All necessary Transfer Documents as described in Sections 2.3 and 2.4 ;

(iv) Resignations of each of the individuals who serve as an officer or director of members of the Wimbledon Group in their capacity as such and the resignations of any other Persons that will be employees of any member of the Parent Group after the Business Transfer Time and that are directors or officers of any member of the Wimbledon Group, to the extent requested by Wimbledon; and

(v) A Facilities Agreement, in the form attached hereto as Exhibit C (the " Facilities Agreement "), duly executed by the members of Parent Group party thereto.

(b) Agreements to be Delivered by Wimbledon and Acquiror . On the Business Transfer Date, Wimbledon will deliver, or will cause its Subsidiaries to deliver, as appropriate, to Parent all of the following instruments:

(i) In each case where any member of the Wimbledon Group is a party to any Ancillary Agreement, a counterpart of such Ancillary Agreement duly executed by the member of the Wimbledon Group party thereto; and

(ii) Resignations of each of the individuals who serve as an officer or director of members of the Parent Group in their capacity as such and the resignations of any other Persons that will be employees of any member of the Wimbledon Group after the Business Transfer Time

and that are directors or officers of any member of the Parent Group, to the extent requested by Parent.

2.3 ***Transfer of Wimbledon Assets and Assumption of Wimbledon Liabilities*** . In furtherance of the Conveyance of Wimbledon Assets and Wimbledon Liabilities provided in Section 1.1 and Section 1.2 , on the Business Transfer Date (a) Parent will execute and deliver, and will cause its Subsidiaries to execute and deliver, such bills of sale, stock powers, certificates of title, assignments of Contracts and other instruments of Conveyance (in each case in a form that is consistent with the terms and conditions of this Agreement, and otherwise customary in the jurisdiction in which the relevant Assets are located), as and to the extent reasonably necessary to evidence the Wimbledon Transfer of all of Parent's and its Subsidiaries' (other than Wimbledon and its Subsidiaries) right, title and interest in and to the Wimbledon Assets to Wimbledon and its Subsidiaries (it being understood that no such bill of sale, stock power, certificate of title, deed, assignment or other instrument of Conveyance will require Parent or any of its Affiliates to make any additional representations, warranties or covenants, expressed or implied, not contained in this Agreement except to the extent required to comply with applicable local Law, and in which case the Parties will enter into such supplemental agreements or arrangements as are effective to preserve the allocation of economic benefits and burdens contemplated by this Agreement) and (b) Wimbledon will execute and deliver such assumptions of Contracts and other instruments of assumption (in each case in a form that is consistent with the terms and conditions of this Agreement, and otherwise customary in the jurisdiction in which the relevant Liabilities are located) as and to the extent reasonably necessary to evidence the valid and effective assumption of the Wimbledon Liabilities by Wimbledon. All of the foregoing documents contemplated by this Section 2.3 will be referred to collectively herein as the " Parent Transfer Documents ."

2.4 ***Transfer of Excluded Assets; Assumption of Excluded Liabilities*** . In furtherance of the Conveyance of Excluded Assets and the assumption of Excluded Liabilities provided in Section 1.3 : (a) Wimbledon will execute and deliver, and will cause its Subsidiaries to execute and deliver, such bills of sale, certificates of title, assignments of Contracts and other instruments of Conveyance (in each case in a form that is consistent with the terms and conditions of this Agreement, and otherwise customary in the jurisdiction in which the relevant Assets are located) as and to the extent reasonably necessary to evidence the Conveyance of all of Wimbledon's and its Subsidiaries' right, title and interest in and to the Excluded Assets to Parent and its Subsidiaries (it being understood that no such bill of sale, stock power, certificate of title, deed, assignment or other instrument of Conveyance will require Wimbledon or any of its Affiliates to make any additional representations, warranties or covenants, expressed or implied, not contained in this Agreement except to the extent required to comply with applicable local Law, and in which case the Parties will enter into such supplemental agreements or arrangements as are effective to preserve the allocation of economic benefits and burdens contemplated by this Agreement) and (b) Parent will execute and deliver such assumptions of Contracts (in each case in a form that is consistent with the terms and conditions of this Agreement, and otherwise customary in the jurisdiction in which the relevant Liabilities are located) as and to the extent reasonably necessary to

evidence the valid and effective assumption of the Excluded Liabilities by Parent. All of the foregoing documents contemplated by this Section 2.4 will be referred to collectively herein as the " Wimbledon Transfer Documents " and, together with the Parent Transfer Documents, the " Transfer Documents ."

III. MUTUAL RELEASES; INDEMNIFICATION

3.1 ***Release Of Pre-Business Transfer Time Claims*** . (a) Wimbledon Release . Except as provided in Section 3.1(c) , effective as of the Business Transfer Time, Wimbledon does hereby, for itself and each other member of the Wimbledon Group, and their respective successors and assigns, remise, release and forever discharge the Parent Indemnitees from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur at or before the Business Transfer Time or any conditions existing or alleged to have existed at or before the Business Transfer Time, including in connection with the transactions and all other activities to implement the Wimbledon Transfer.

(b) Parent Release . Except as provided in Section 3.1(c) , effective as of the Business Transfer Time, Parent does hereby, for itself and each other member of the Parent Group, and their respective successors and assigns, remise, release and forever discharge the Wimbledon Indemnitees from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur at or before the Business Transfer Time or any conditions existing or alleged to have existed at or before the Business Transfer Time, including in connection with the transactions and all other activities to implement any of the Wimbledon Transfer.

(c) No Impairment . Nothing contained in Section 3.1(a) or Section 3.1(b) will limit or otherwise affect any Party's rights or obligations pursuant to or contemplated by this Agreement, the Transaction Agreement or any Ancillary Agreement, in each case in accordance with its terms, including (i) the obligation of Wimbledon to assume and satisfy the Wimbledon Liabilities, (ii) the obligation of Parent to retain, assume and satisfy the Excluded Liabilities, and (iii) the obligations of Parent and Wimbledon to perform their obligations and indemnify each other under this Agreement and the Ancillary Agreements.

(d) No Actions as to Released Claims . Neither Wimbledon nor Acquiror will, and each will cause each of their respective Affiliates not to, make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Parent or any member of the Parent Group, or any other Person released pursuant to Section 3.1(a) , with respect to any Liabilities released pursuant to Section 3.1(a) . Parent will not, and will cause each other member of the Parent Group not to, make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any

indemnification, against Wimbledon, Acquiror or any of their respective Affiliates, or any other Person released pursuant to Section 3.1(b), with respect to any Liabilities released pursuant to Section 3.1(b).

3.2 ***Indemnification By Acquiror and the Wimbledon Group***. Without limiting or otherwise affecting the indemnity provisions of any Ancillary Agreement, from and after the Closing Date, Acquiror, Wimbledon, and each of the Wimbledon Entities will, on a joint and several basis, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Parent Indemnitees from and against, and will reimburse such Parent Indemnitees with respect to, any and all Losses that result from, relate to or arise, whether prior to or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the Wimbledon Liabilities and the Liabilities of the Wimbledon Entities, including the failure of Wimbledon or any other member of the Wimbledon Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, in due course and in full, any such Liabilities;

(b) any breach by Acquiror, Wimbledon or any other member of the Wimbledon Group of any obligations to be performed by such Persons pursuant to this Agreement or the Ancillary Agreements identified on Schedule 3.2(b) subsequent to the Business Transfer Time; and

(c) any breach by Acquiror or any of its Affiliates of their obligations in respect of the Surviving Transaction Agreement Items.

3.3 ***Indemnification By Parent***. Without limiting or otherwise affecting the indemnity provisions of any Ancillary Agreement, from and after the Closing Date, Parent will, and will cause each other member of the Parent Group to, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Wimbledon Indemnitees from and against, and will reimburse such Wimbledon Indemnitee with respect to, any and all Losses that result from, relate to or arise, whether prior to or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the Excluded Liabilities, including the failure of Parent or any other member of the Parent Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, in due course and in full such Liabilities;

(b) any breach by Parent or any other member of the Parent Group of any obligations to be performed by such Persons pursuant to this Agreement or the Ancillary Agreements identified on Schedule 3.2(b) subsequent to the Business Transfer Time;

(c) any breach by Parent or any of its Affiliates of their obligations in respect of the Surviving Transaction Agreement Items; and

(d) any claim made by or in respect of any person employed or formerly employed by Parent or any member of the Parent Group, other than a Continuing Employee, that the employment of such person was required to transfer to the Wimbledon Group by the operation of this Agreement or by operation of Law; provided , however , that nothing herein will be deemed to require Parent to indemnify any Wimbledon Indemnitee for any claims made by or in respect of such person, relating to his or her continued employment with the Wimbledon Group after the Closing Date.

3.4 *Calculation of Indemnity Payments* . (a) Insurance . The amount of any Loss for which indemnification is provided under this Article III will be net of any amounts actually recovered by the Indemnitee or its Affiliates under third-party, non-captive insurance policies with respect to such Loss (less the cost to collect the proceeds of such insurance and that amount, if any, of any retroactive or other premium adjustments reasonably attributable thereto). If any Loss related to a claim by an Indemnitee or its Affiliates is covered by one or more third-party, non-captive insurance policies held by the Indemnitee or its Affiliates, the Indemnitee will use and will cause its Affiliates to use commercially reasonable efforts to pursue claims against the applicable insurers for coverage of such Loss under such policies. If the Indemnitee or its Affiliates actually receive a full or partial recovery under such insurance policies following payment of indemnification by the Indemnifying Party in respect of such Loss, then the Indemnitee will refund amounts received from the Indemnifying Party up to the amount of indemnification actually received from the Indemnifying Party with respect to such Loss.

(b) Taxes . In the absence of a Final Determination to the contrary and except for any post-Distribution interest, any amount payable by Wimbledon to Parent under this Agreement will be treated as occurring immediately prior to the Transactions, as an inter-company distribution, and any amount payable by Parent to Wimbledon under this Agreement will be treated as occurring immediately prior to the Transactions, as a contribution to capital. Notwithstanding the foregoing, the amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnitee pursuant to Sections 3.2 or 3.3 , as applicable, will be (i) decreased to take into account any Tax benefit actually realized by the Indemnitee (or an Affiliate thereof) arising from the incurrence or payment of the relevant indemnified item and (ii) increased to take into account any Tax cost actually incurred by the Indemnitee (or an Affiliate thereof) arising from the receipt of the relevant indemnity payment. Any indemnity payment hereunder will initially be made without regard to this Section 3.4(b) and will be reduced or increased to reflect any applicable Tax benefit or Tax cost, as the case may be, within 30 days after the Indemnitee (or an Affiliate thereof) realizes such Tax benefit or incurs such Tax cost by way of a refund, an increase in Taxes or otherwise. In the event of a Final Determination relating to the Indemnitee's (or an Affiliate's) incurrence or payment of an indemnified item and/or receipt of an indemnity payment pursuant to this Section 3.4(b) , the Indemnitee will, within 30 days of such Final Determination, provide the other party with notice thereof and supporting documentation addressing, in reasonable detail, the amount of any reduction or increase in Taxes of the Indemnitee (or its Affiliate) resulting from such Final

Determination, and the Parties will promptly make any payments necessary to reflect the relevant reduction or increase in Tax liability.

3.5 ***Procedures For Defense, Settlement And Indemnification Of Third-Party Claims*** . (a) Direct Claims . All claims made hereunder by (i) any member of the Parent Group, on the one hand, against Acquiror or any member of the Wimbledon Group, on the other hand, or (ii) by Acquiror or any member of the Wimbledon Group, on the one hand, against any member of the Parent Group, on the other hand (collectively, " Direct Claims "), will be subject to the dispute resolution procedures set forth in Article VII .

(b) Third-Party Claims . (i) Notice Of Claims . If an Indemnitee receives notice or otherwise learns of the assertion by a Person (including any Governmental Authority) who is not a member of the Parent Group or Acquiror or any of its Affiliates (including after the Closing, the Wimbledon Group) of any claim or of the commencement by any such Person of any Action with respect to which an Indemnifying Party may be obligated to provide indemnification (collectively, a " Third-Party Claim "), such Indemnitee will give such Indemnifying Party prompt written notice (a " Claims Notice ") thereof but in any event within 15 calendar days after becoming aware of such Third-Party Claim. Any such notice will describe the Third-Party Claim in reasonable detail, stating the nature, basis for indemnification and the amount thereof, to the extent known, along with copies of any relevant documents evidencing such Third-Party Claim. Notwithstanding the foregoing, the delay or failure of any Indemnitee or other Person to give notice as provided in this Section 3.5(b)(i) will not relieve the related Indemnifying Party of its obligations under this Article III , except to the extent that such Indemnifying Party is actually prejudiced by such delay or failure to give notice.

(ii) Opportunity to Defend . The Indemnifying Party has the right, exercisable by written notice to the Indemnitee within 45 days after receipt of a Claims Notice from the Indemnitee of the commencement or assertion of any Third-Party Claim in respect of which indemnity may be sought under this Article III , to assume and conduct the defense of such Third-Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided , however , that (A) the Third-Party Claim does not relate to or arise in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) the Third-Party Claim solely seeks (and continues to seek) monetary damages and/or equitable relief (with or without monetary damages) which equitable relief would not reasonably be expected to adversely affect the operations of (x) Parent or its Affiliates, if Acquiror or Wimbledon is the Indemnifying Party, or (y) Acquiror or its Affiliates (including after the Closing, any member of the Wimbledon Group), if Parent is the Indemnifying Party; and (C) the Indemnifying Party expressly agrees with the Indemnitee in writing to be fully responsible for all of the Losses that arise from the Third-Party Claim (the conditions set forth in clauses (A) through (C) are, collectively, the

“ Litigation Conditions ”). For purposes of clause (C) of the preceding sentence, if a Third-Party Claim consists of multiple claims by a plaintiff or group of plaintiffs, and it is reasonably practicable for an Indemnifying Party to control the defense of a subset of such claims, the Indemnifying Party may elect to agree to be fully responsible for only the Losses that arise from such subset of claims, and may elect to control the defense of only such subset of claims, provided that the other Litigation Conditions set forth in clauses (A) and (B) of the preceding sentence are satisfied. If the Indemnifying Party does not assume the defense of a Third-Party Claim in accordance with this Section 3.5(b) , the Indemnitee may continue to defend the Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim as provided in this Section 3.5(b) , the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third-Party Claim; provided , however , that if (x) any of the Litigation Conditions ceases to be met or (y) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third-Party Claim, the Indemnitee may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses thereafter incurred in connection with such defense. The Indemnifying Party or the Indemnitee, as the case may be, has the right to participate in (but, subject to the prior sentence, not control), at its own expense, the defense of any Third-Party Claim that the other is defending as provided in this Agreement. The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, may not, without the prior written consent of the Indemnitee, consent to a settlement of, or the entry of any judgment arising from, any such Third-Party Claim that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a complete release from all liability in respect of such Third-Party Claim. The Indemnitee has the right to settle any Third-Party Claim, the defense of which has not been assumed by the Indemnifying Party, with the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed.

(c) Without limiting any provision of this Section 3.5 , each of the Parties will reasonably cooperate, and will cause each of its respective Affiliates to reasonably cooperate, with each other in the defense of any claim that the Snacks Business infringes Intellectual Property of any third Person, and no Party will knowingly acknowledge, or permit any member of its respective Group to acknowledge, the validity or infringing use of any Intellectual Property of a third Person in a manner as to which such Party has actual knowledge that so doing will be materially inconsistent with the defense of such infringement, validity or similar claim or challenge except as required by Law. For the avoidance of doubt, nothing herein will preclude truthful testimony by Parent or any of its representatives or employees, and such truthful testimony will not be deemed a breach hereof.

(d) In the event Acquiror promptly notifies Parent in writing that Parent or one of its Affiliates has challenged the validity of any Intellectual Property of the Snacks Business, Parent will withdraw or cause such challenge to be withdrawn within five Business Days following receipt of such written notice from Acquiror.

3.6 *Additional Matters*. (a) Cooperation In Defense And Settlement. With respect to any Third-Party Claim for which Acquiror or Wimbledon, on the one hand, and Parent, on the other hand, may have Liability under this Agreement or any of the Ancillary Agreements, the Parties agree to cooperate fully and maintain a joint defense (in a manner that will preserve the attorney-client privilege, joint defense or other privilege with respect thereto) so as to minimize such Liabilities and defense costs associated therewith. The Party that is not responsible for managing the defense of such Third-Party Claims will, upon reasonable request, be consulted with respect to significant matters relating thereto and may retain counsel to monitor or assist in the defense of such claims at its own cost.

(b) Certain Actions. Notwithstanding anything to the contrary set forth in Section 3.5, Parent may elect to have exclusive authority and control over the investigation, prosecution, defense and appeal of any and all Actions pending at the Business Transfer Time which relate to or arise out of the Snacks Business, the Wimbledon Assets or the Wimbledon Liabilities and as to which a member of the Parent Group is also named as a target or defendant thereunder (but excluding any such Actions which solely relate to or solely arise in connection with the Snacks Business, the Wimbledon Assets or the Wimbledon Liabilities); provided, however, that, (i) Parent will defend such Actions in good faith, (ii) Parent will reasonably consult with Wimbledon on a regular basis with respect to strategy and developments with respect to any such Action, (iii) Wimbledon will have the right to participate in (but not control) the defense of such Action, and (iv) Parent must obtain the written consent of Wimbledon, such consent not to be unreasonably withheld, conditioned or delayed, to settle or compromise or consent to the entry of judgment with respect to such Action if such settlement, consent or judgment would require any member of the Wimbledon Group to abandon its rights, business practices or incur any Liabilities with respect thereto. After any such compromise, settlement, consent to entry of judgment or entry of judgment, Parent and Wimbledon will agree upon a reasonable allocation to Wimbledon and Wimbledon will be responsible for or receive, as the case may be, Wimbledon’s proportionate share of any such compromise, settlement, consent or judgment attributable to the Wimbledon Business, the Wimbledon Assets or the Wimbledon Liabilities, including its proportionate share of the reasonable costs and expenses associated with defending same; provided, however, if the Parties are unable to agree, such allocation will be determined by Parent acting reasonably.

(c) Substitution. In the event of an Action that involves solely matters that are indemnifiable and in which the Indemnifying Party is not a named defendant, if either the Indemnitee or the Indemnifying Party so requests, the Parties will endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the rights and

obligations of the Parties regarding indemnification and the management of the defense of claims as set forth in this Article III will not be affected.

(d) Subrogation . In the event of payment by or on behalf of any Indemnifying Party to or on behalf of any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party will be subrogated to and will stand in the place of such Indemnitee, in whole or in part based upon whether the Indemnifying Party has paid all or only part of the Indemnitee's Liability, as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee will cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(e) Not Applicable to Taxes . Except for Section 3.4(b) and as otherwise specifically provided herein, this Agreement, including Section 1.6(a) , will not apply to Taxes (which are covered by the Tax Matters Agreement).

3.7 *Exclusive Remedy* . From and after the Closing, the sole and exclusive remedy of a Party with respect to any and all claims relating to this Agreement, the Wimbledon Business, the Wimbledon Assets, the Wimbledon Liabilities, the Wimbledon Entities or the transactions contemplated by this Agreement or the Transaction Agreement (other than claims of, or causes of action arising from, actual fraud and except for seeking specific performance or other equitable relief to require a Party to perform its obligations under this Agreement and the Transaction Agreement to the extent permitted hereunder and thereunder) will be pursuant to the indemnification provisions set forth in this Article III . In furtherance of the foregoing, each Party hereby waives, from and after the Closing, any and all rights, claims and causes of action (other than pursuant to the indemnification provisions set forth in this Article III and other than claims of, or causes of action arising from, actual fraud and except for seeking specific performance or other equitable relief to require a Party to perform its obligations under this Agreement and the Transaction Agreement to the extent permitted hereunder and thereunder) that such Party or its Affiliates may have against the other Party or any of its Affiliates, or their respective directors, officers and employees, arising under or based upon any applicable Laws (including with respect to environmental matters generally, or any matters under CERCLA specifically) and arising out of the transactions contemplated by this Agreement and the Transaction Agreement.

IV. ADDITIONAL AGREEMENTS

4.1 *Further Assurances* . Subject to the limitations of Section 1.9 and, for the avoidance of doubt, subject to the limitations set forth in Section 4.03 of the Transaction Agreement:

(a) In addition to the actions specifically provided for elsewhere in this Agreement, the Transaction Agreement or in any Ancillary Agreement, each of the Parties will cooperate with each other and use (and will cause their respective

Subsidiaries and Affiliates to use) commercially reasonable efforts, prior to, at and after the Business Transfer Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or Contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as reasonably practicable.

(b) Without limiting the generality of Section 4.1(a) , where the cooperation of third parties such as insurers or trustees would be necessary in order for a Party to completely fulfill its obligations under this Agreement or the Ancillary Agreements, such Party will use commercially reasonable efforts to cause such third Parties to provide such cooperation. If any Affiliate of Parent or Wimbledon is not a party to this Agreement or, as applicable, any Ancillary Agreement, and it becomes necessary or desirable for such Affiliate to be a party hereto or thereto to carry out the purpose hereof or thereof, then Parent or Wimbledon, as applicable, will cause such Affiliate to become a party hereto or thereto or cause such Affiliate to undertake such actions as if such Affiliate were such a party.

4.2 ***Agreement For Exchange of Information*** . (a) (i) Generally . Except as otherwise provided in the TSA, each Party, on behalf of its respective Group, will provide, or cause to be provided, to the other Party's Group, at any time after the Business Transfer Time and until the sixth anniversary of the Business Transfer Time, as soon as reasonably practicable after written request therefor, any Shared Information in its possession or under its control. Each of Parent and Wimbledon agree to make their respective personnel available during regular business hours to discuss the Information exchanged pursuant to this Section 4.2 .

(ii) Acquiror will provide to Parent such Information as Parent may from time to time reasonably request in order to prepare Parent's financial statements and satisfy its public reporting obligations, including such information as Parent may reasonably request and is known or reasonably available upon due inquiry to Acquiror with respect to Wimbledon Liabilities for which Parent is directly or contingently liable. For the avoidance of doubt, Information with respect to the category of such Liabilities and the annual future payments over the minimum contract term and any renewal terms will be deemed reasonable requests by Parent.

(b) Ownership of Information . Any Information owned by a Party that is provided to the other Party pursuant to this Section 4.2 remains the property of the Party that owned and provided such Information. Each Party will, and will cause members of their respective Groups to, remove and destroy any hard drives or other electronic data storage devices from any computer or server that is reasonably likely to contain Information that is protected by this Section 4.2 and that is transferred or sold to a third party or otherwise disposed of in accordance with Section 4.2(c) , unless required by Law to retain such materials.

(c) Record Retention . Each Party agrees to use its commercially reasonable efforts to retain all Information that relates to the operations of the Snacks Business in its respective possession or control at the Business Transfer Time in accordance with their respective then existing document retention policies, as such policies may be amended from time to time.

(d) Other Agreements Providing for Exchange of Information . The rights and obligations granted under this Section 4.2 are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in this Agreement and any Ancillary Agreement.

(e) Compensation for Providing Information . The Party requesting Information will reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party.

(f) Production of Witnesses; Records; Cooperation . (i) After the Business Transfer Time, except in the case of any Action by one Party or its Affiliates against another Party or its Affiliates, each Party will use its commercially reasonable efforts to make available to each other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder.

(ii) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third-Party Claim, the other Party will make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, settlement or compromise, or the prosecution, evaluation or pursuit thereof, as the case may be, and will otherwise cooperate in such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

(iii) Without limiting the foregoing, the Parties will cooperate and consult to the extent reasonably necessary with respect to Third-Party Claims.

(iv) The obligation of the Parties to provide witnesses pursuant to this Section 4.2 is intended to be interpreted in a manner so as to facilitate cooperation and will include the obligation to provide as witnesses inventors and other officers without regard to whether the witness or the employer of the witness could assert a possible business conflict.

(g) Restrictions . Except as expressly provided in this Agreement or the Ancillary Agreements, no Party or member of such Party's Group hereunder grants or confers rights of license in any Information owned by any member of such Party's Group to any member of the other Party's Group hereunder.

4.3 *Privileged Matters* . (a) The respective rights and obligations of the Parties to maintain, preserve, assert or waive any or all privileges belonging to either Party or its Subsidiaries with respect to the Snacks Business or the Non-Wimbledon Business, including the attorney-client and work product privileges (collectively, " Privileges "), will be governed by the provisions of this Section 4.3 . With respect to Privileged Information of Parent, Parent will have sole authority in perpetuity to determine whether to assert or waive any or all Privileges, and neither Acquiror nor Wimbledon will take any action (or permit any member of its Group to take action) without the prior written consent of Parent that could result in any waiver of any Privilege that could be asserted by Parent or any member of its Group under applicable Law and this Agreement. With respect to Privileged Information of Wimbledon arising after the Business Transfer Time, Wimbledon will have sole authority in perpetuity to determine whether to assert or waive any or all Privileges, and Parent will take no action (nor permit any member of its Group to take action) without the prior written consent of Wimbledon that could result in any waiver of any Privilege that could be asserted by Wimbledon or any member of its Group under applicable Law and this Agreement. The rights and obligations created by this Section 4.3 will apply to all Information as to which a Party or its respective Groups would be entitled to assert or have asserted a Privilege without regard to the effect, if any, of the Wimbledon Transfer (" Privileged Information ").

(b) Privileged Information of Parent and its Group includes (i) any and all Information regarding the Non-Wimbledon Business and the Parent Group (other than Information exclusively relating to the Snacks Business), whether or not such Information (other than Wimbledon Information) is in the possession of Acquiror, Wimbledon or any Affiliate thereof, (ii) all communications subject to a Privilege between counsel for Parent (including any person who, at the time of the communication, was an employee of Parent or its Group in the capacity of in-house counsel, regardless of whether such employee is or becomes an employee of Acquiror, Wimbledon or any Affiliate thereof) and any person who, at the time of the communication, was an employee of Parent, regardless of whether such employee is or becomes an employee of Acquiror, Wimbledon or any Affiliate thereof, and (iii) all

Information generated, received or arising after the Business Transfer Time that refers or relates to and discloses Privileged Information of Parent or its Group generated, received or arising prior to the Business Transfer Time.

(c) Privileged Information of Wimbledon and its Group includes (i) any and all Information exclusively relating to the Wimbledon Business, Wimbledon and the Wimbledon Group (including Acquiror and its Affiliates (" Wimbledon Information ")), whether or not it is in the possession of Parent or any member of its Group, (ii) all communications subject to a Privilege occurring after the Wimbledon Transfer between counsel for the Wimbledon Business (including in-house counsel and former in-house counsel who are employees of Parent) and any person who, at the time of the communication, was an employee of Wimbledon, any member of its Group or the Wimbledon Business regardless of whether such employee was, is or becomes an employee of Parent or any of its Subsidiaries, and (iii) all Information generated, received or arising after the Business Transfer Time that refers or relates to and discloses Privileged Information of Wimbledon or its Group generated, received or arising after the Business Transfer Time.

(d) Upon receipt by Parent, Acquiror or Wimbledon, or any of their respective Affiliates, as the case may be, of any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other or if Parent, Acquiror or Wimbledon, or any of their respective Affiliates, as the case may be, obtains knowledge that any current or former employee of Parent, Acquiror or Wimbledon, as the case may be, receives any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other, Parent, Acquiror or Wimbledon, as the case may be, will promptly notify the relevant other Party of the existence of the request and will provide such Party a reasonable opportunity to review the Information and to assert any rights it may have under this Section 4.3 or otherwise to prevent the production or disclosure of Privileged Information. Parent, Acquiror or Wimbledon, as the case may be, will not, and will cause their respective Affiliates not to, produce or disclose to any third party any of the other Party's Privileged Information under this Section 4.3 unless (i) the other has provided its express written consent to such production or disclosure or (ii) a court of competent jurisdiction has entered an Order not subject to interlocutory appeal or review finding that the Information is not entitled to protection from disclosure under any applicable privilege, doctrine or rule.

(e) Parent's transfer of books and records pertaining to the Wimbledon Business and other Information to Wimbledon, Parent's agreement to permit Acquiror or Wimbledon to obtain Information existing prior to the Wimbledon Transfer, Wimbledon's transfer of books and records pertaining to Parent, if any, and other Information and Wimbledon's agreement to permit Parent to obtain Information existing prior to the Wimbledon Transfer are made in reliance on Parent's, Acquiror's and Wimbledon's respective agreements, as set forth in Section 4.2 and this Section 4.3 , to maintain the confidentiality of such Information and to take the steps provided herein for the preservation of all Privileges that may belong to or be asserted by Parent, Acquiror or Wimbledon, as the case may be. The access to Information, witnesses and individuals

being granted pursuant to Sections 4.2 and the disclosure to Acquiror, Wimbledon and Parent of Privileged Information relating to the Wimbledon Business or the Non-Wimbledon Business pursuant to this Agreement in connection with the Wimbledon Transfer will not be asserted by Parent, Acquiror or Wimbledon to constitute, or otherwise deemed, a waiver of any Privilege that has been or may be asserted under this Section 4.3 or otherwise. Nothing in this Agreement will operate to reduce, minimize or condition the rights granted to Parent, Acquiror and Wimbledon in, or the obligations imposed upon Parent, Acquiror and Wimbledon by, this Section 4.3 .

4.4 ***Non-Solicitation; No Hiring*** . (a) Each of Acquiror and Wimbledon agrees that for a period of 12 months from the Business Transfer Date, it will not, and will cause each of its Affiliates not to, without obtaining the prior written consent of Parent, directly or indirectly, solicit for employment or employ (or refer to another Person for the purpose of such Person soliciting for employment or employing) any employees of any member of the Parent Group as of the Business Transfer Date; provided , however , that (i) neither Acquiror nor any member of the Wimbledon Group will be deemed to have solicited any such person who is an employee of the Parent Group and responds to any general media advertisement or job posting placed by or on behalf of Acquiror, Wimbledon or any of their Affiliates or such person is contacted by an employment search firm engaged by Acquiror or a member of the Wimbledon Group that is not specifically directed to solicit persons employed by the Parent Group and such contact is initiated without the involvement or knowledge of a Senior Executive of Acquiror, Wimbledon or any of their respective Subsidiaries, and (ii) Acquiror and any member of the Wimbledon Group may solicit and hire any such person who has been terminated by the relevant member of the Parent Group or has been given notice of such termination, in either case, prior to any direct or indirect solicitation by or on behalf of Acquiror, Wimbledon or any of their Affiliates.

(b) Parent agrees that for a period of 12 months from the Business Transfer Date, Parent will not, and will cause each other member of the Parent Group not to, without obtaining the prior written consent of Wimbledon, directly or indirectly, solicit for employment or employ (or refer to another Person for the purpose of such Person soliciting for employment or employing) any Continuing Employee (after giving effect to any employee transfers contemplated in this Agreement); provided , however , that (i) no member of the Parent Group will be deemed to have solicited any such person who is an employee of the Wimbledon Group and responds to any general media advertisement or job posting placed by on behalf of Parent or any member of the Parent Group or such person is contacted by an employment search firm engaged by Parent or a member of the Parent Group that is not specifically directed to solicit persons employed by Acquiror or the Wimbledon Group and such contact is initiated without the involvement or knowledge of a Senior Executive of Parent, Parent Group or any of their respective Subsidiaries, and (ii) any member of the Parent Group may solicit and hire any such person who has been terminated by the relevant member of the Wimbledon Group or has been given notice of such termination, in either case, prior to any direct or indirect solicitation by any member of the Parent Group.

4.5 ***Intellectual Property Assignment/Recordation*** **.** Each Party will be responsible for, and will pay all expenses (whether incurred before or after the Business Transfer Time) involved in notarization, authentication, legalization and/or consularization of the signatures of any of the representatives of its Group on any of the Transfer Documents relating to the transfer of Intellectual Property. Wimbledon will be responsible for, and will pay all expenses (whether incurred before or after the Business Transfer Time) relating to, the recording of any such Transfer Documents relating to the transfer of Intellectual Property to any member of the Wimbledon Group with any Governmental Authorities as may be necessary or appropriate.

4.6 ***Use of Parent Names and Marks*** . (a) "Parent Names and Marks" means all Trademarks that were used in the Snacks Business but are not Wimbledon Assets, including the names and marks "Procter & Gamble" and "P & G" (in any style or design), and any Trademark derived from, confusingly similar to or including any of the foregoing. Subject to the terms and conditions of this Section 4.6 , Parent, on behalf of itself and its Affiliates as necessary, grants to the Wimbledon Entities a limited, non-transferable, non-exclusive royalty-free license to use the Parent Names and Marks solely in the manner and for the duration specified in this Section 4.6 . Except as expressly provided in this Section 4.6 , Parent reserves for itself and its Affiliates all rights in the Parent Names and Marks, and no other rights therein are granted to any Wimbledon Entity, member of the Acquiror Group, or any of their respective Affiliates, whether by implication, estoppel or otherwise. All use of the Parent Names and Marks by the Wimbledon Entities shall inure to the benefit of Parent and its Affiliates.

(b) As soon as practicable following the Closing Date, and in any event within six months of the Closing Date, Acquiror will, and will cause the other members of the Acquiror Group to, (i) change the name of any Wimbledon Entity whose name includes any Parent Names and Marks to a name that does not include any of the Parent Names and Marks and (ii) remove all Parent Names and Marks from any internet or other electronic communications vehicles, including internet domain names and from the content of any internet websites within the Wimbledon Assets, and remove all links to any internet domains of Parent or any of its Affiliates from any of the foregoing.

(c) In each applicable jurisdiction, as soon as practicable following the Closing Date, and in any event within nine months of the Closing Date, Acquiror will, and will cause the other members of the Acquiror Group to, remove or irreversibly cover or modify all Parent Names and Marks from or destroy any packaging bearing any of the Parent Names and Marks. Notwithstanding the foregoing, in each jurisdiction, Wimbledon Entities may continue to sell existing inventories of finished goods included in the Wimbledon Assets packaged in packaging bearing the Parent Names and Marks until the expiration of the applicable shelf lives of such products; provided , however , that Acquiror and its Affiliates use their commercially reasonable efforts to sell such existing inventories prior to the sale of subsequently manufactured or packaged products.

(d) In each applicable jurisdiction, as soon as practicable following the Closing Date, and in any event within nine months of the Closing Date, Acquiror will, and will cause the other members of the Acquiror Group to, (i) remove or irreversibly

cover or modify all Parent Names and Marks from or destroy any product literature, store displays and similar materials bearing any of the Parent Names and Marks.

(e) For all other uses of the Parent Names and Marks not specifically identified in Sections 4.6(b) — (d) (e.g., signage, business cards and stationary), for up to 90 days after the Closing Date, in each applicable jurisdiction the Wimbledon Entities may continue to use the Parent Names and Trademarks on the same materials and in substantially the same manner as used by the Snacks Business during the 90-day period preceding the Closing. In each applicable jurisdiction, as soon as practicable following the Closing Date, and in any event within 90 days after the Closing Date, Acquiror will, and will cause the other members of the Acquiror Group to, remove or irreversibly cover or modify all Parent Names and Marks from or destroy any such other materials bearing any of the Parent Names and Marks.

(f) In no event will any of the Wimbledon Entities use, and the Acquiror will, and will cause the other members of the Acquiror Group to not use, any of the Parent Names and Marks after the Closing in any manner or for any purpose different from the use of such Parent Names and Marks by the Snacks Business during the 90-day period preceding the Closing. Without limiting the foregoing, all products sold using any Parent Name or Mark will be of high quality, consistent in nature and quality with such products as sold by the Snacks Business in the 90-day period preceding Closing. Parent reserves the right to reasonably inspect and audit the Wimbledon Entities' quality control of the products sold bearing and uses of a Parent Name or Mark and other compliance with the terms of the license granted under this Section 4.6 .

(g) The license granted under this Section 4.6 may be terminated by written notice if the Acquiror or any Wimbledon Entity is in material breach of any provision hereof that remains uncured for more than 10 days after written notice thereof from Parent. Upon such termination of the license granted hereunder for any reason, the Acquiror will not use, and will cause the other members of the Acquiror Group to not use, any of the Parent Names and Marks.

4.7 ***Removal of Tangible Assets*** . (a) Except as may be otherwise provided in the Ancillary Agreements or otherwise agreed to by the Parties, all tangible Wimbledon Assets that are located at any facilities of any member of the Parent Group that are not Wimbledon Facilities will be moved as promptly as practicable after the Business Transfer Time from such facilities, at Wimbledon's expense and in a manner so as not to unreasonably interfere with the operations of any member of the Parent Group and to not cause damage to such facility, and such member of the Parent Group will provide reasonable access to such facility to effectuate same. Wimbledon will remove any Wimbledon Assets that remain at any such facilities in connection with the performance of services under the TSA as promptly as practicable after the termination of such service pursuant to the same terms and conditions stated in the immediately preceding sentence.

(b) Except as may be otherwise provided in the TSA or otherwise agreed to by the Parties, all tangible Excluded Assets that are located at any of the

Wimbledon Facilities will be moved as promptly as practicable after the Business Transfer Time from such facilities, at Parent's expense and in a manner so as not to unreasonably interfere with the operations of any member of the Wimbledon Group and to not cause damage to such Wimbledon Facility, and such member of the Wimbledon Group will provide reasonable access to such Wimbledon Facility to effectuate such movement. Parent will remove any Excluded Assets that remain at any such Wimbledon Facilities in connection with the performance of services under the TSA as promptly as practicable after the termination of such service pursuant to the same terms and conditions stated in the immediately preceding sentence.

4.8 ***Works Council Cooperation*** . (a) Parent and Acquiror will each provide, and will cause each of their Affiliates to provide, and will use their reasonable best efforts to cause each of their respective representatives, including legal, human resources and regulatory, to provide, all cooperation reasonably requested by the other Party in connection with satisfying its own legal obligations, including all notifications and consultation and other processes necessary to effectuate the Transactions (including in connection with the Restructuring Plan), which will include any required notifications and consultation and other processes with respect to any works council, economic committee, union or similar body as required to either (i) obtain an opinion or acknowledgment from any works council, economic committee, union or similar body or (ii) establish that the Parties are permitted to effect the Transactions without such opinion or acknowledgment. Such cooperation will include the provision of any information and consultation required by applicable Law, the terms of any Contract, or as reasonably requested by the other Party. Each of Acquiror and Parent will make available its representatives at such times and in such places as the other Party may reasonably request for purposes of discussions with representatives of any such works council, economic committee, union or similar body.

(b) Between signing of this Agreement and the Closing, neither Parent nor any member of the Parent Group (including Wimbledon and its Subsidiaries) will, without the prior written consent of the Acquiror (such consent not to be unreasonably withheld, conditioned or delayed), enter or offer to enter into any agreement with any works council, economic committee, union or similar body which would have the effect of making any changes in the terms and conditions of employment or pension benefits of any of the Continuing Employees.

4.9 ***Parent Guarantees*** . Acquiror acknowledges that in the course of conduct of the Snacks Business, Parent and its Affiliates may have entered into various arrangements in which guarantees, bonds or similar arrangements were issued by Parent or its Affiliates to support or facilitate the Snacks Business. Any such arrangements entered into by Parent and its Affiliates (other than the Wimbledon Entities) are, to the extent related to the Snacks Business, hereinafter referred to as the " Parent Guarantees ". Within 45 calendar days following the date of this Agreement, Parent will deliver a schedule of all such Parent Guarantees to Acquiror. Acquiror acknowledges and agrees that the Parent Guarantees will not continue after the Closing. Acquiror agrees that it will use its reasonable best efforts to obtain or provide

replacement guarantees which will be in effect at the Closing and obtain the release of Parent and its Affiliates from any Parent Guarantees.

4.10 ***Insurance Matters*** . From and after the Closing, Acquiror will not, and will cause its Affiliates not to, assert any claim against any insurance policies or practices of Parent and its Affiliates under any captive insurance policies, fronted insurance policies, surety bonds or corporate insurance policies or practices, or any form of self-insurance whatsoever. Parent will cause each of the Wimbledon Entities, as applicable, to assign to Parent, effective upon Closing, all claims and/or rights to coverage and/or proceeds under insurance policies as described in Section 1.5(b)(xi) .

4.11 ***Outsourced Items*** . (a) Outsourced Equipment . Acquiror acknowledges that the Outsourced Equipment is currently leased from the Outsourcing Companies and is not included in the Wimbledon Assets. Prior to the Closing, Acquiror may enter into an agreement with the Outsourcing Companies to purchase the Outsourced Equipment effective as of the Closing (or, as of the expiration of the relevant service under the TSA, in the case of any Outsourced Equipment used to provide such services). As soon as practicable following the Closing (or, following the expiration of the relevant service under the TSA, in the case of any Outsourced Equipment used to provide such services) on the terms and subject to the conditions contemplated by the Outsourcing Agreements (or such other terms and conditions that Acquiror is able to negotiate with Outsourcing Companies), subject to receipt of confirmation from the Outsourcing Companies that Acquiror has purchased the Outsourced Equipment, Parent will make the Outsourced Equipment available to Acquiror. Promptly upon taking possession of any Outsourced Equipment, Acquiror will remove all software from the Outsourced Equipment except for any Intellectual Property to which Acquiror acquires rights pursuant to this Section 4.11(a) and, to the extent of any remaining term for the applicable services, any software the Acquiror is expressly permitted to use pursuant to the TSA.

(b) Certain Non-U.S. Employee Vehicles . Parent will use its reasonable best efforts to provide Acquiror with Schedule 4.11 (b) , no later than 30 days prior to the first day of the range of 2011 Target Dates, which will identify any leased motor vehicles then used or held for use by a Continuing Employee where such Continuing Employee is a lessee but lease payments are made (or reimbursed) by Parent or its Affiliates (the " Reimbursed Auto Lease "). Prior to the Closing, Parent and Acquiror will cooperate in good faith with respect to the transfer to Acquiror and its Affiliates of all post-Closing obligations of Parent and its Affiliates under any Reimbursed Auto Lease so that from and after the Closing all Continuing Employees may continue to use any motor vehicles subject to a Reimbursed Auto Lease. Any Parent Guarantees that were issued in connection with any Reimbursed Auto Leases will be subject to the provisions of Section 4.9 .

4.12 ***Confidentiality*** . (a) The Parties acknowledge that in connection with the Transactions, the Parties have disclosed to each other Information which the Parties consider proprietary and confidential. The Parties agree that, after the Closing, Information that constitutes a Wimbledon Asset will be Information of Wimbledon not

subject to this Section 4.12 and Parent will be deemed to be the Receiving Party of such Information for purposes of Section 4.12(b) .

(b) Each Party receiving Information (the " Receiving Party ") recognizes and acknowledges (1) that Information of the other Party may be commercially valuable proprietary products of such Party, the design and development of which may have involved the expenditure of substantial amounts of money and the use of skilled development experts over a long period of time and which afford such Party a commercial advantage over its competitors; (2) that the loss of this competitive advantage due to unauthorized disclosure or use of Information of such Party may cause great injury and harm to such Party; and (3) that the restrictions imposed upon the Parties under this Section 4.12 are necessary to protect the secrecy of Information and to prevent the occurrence of such injury and harm. The Parties agree that:

(i) disclosure of Information will be received and held in confidence by the Receiving Party and that such Receiving Party will not, without the prior written consent of the Party from whom such Information was obtained (the " Disclosing Party "), disclose, divulge or permit any unauthorized Person to obtain any Information disclosed by the Disclosing Party (whether or not such Information is in written or tangible form);

(ii) the Receiving Party will take such steps as may be reasonably necessary to prevent the disclosure of Information to others; and

(iii) the Receiving Party will use the Information only in connection with the Transactions unless otherwise authorized in writing by the Disclosing Party.

(c) The commitments set forth above will not extend to any portion of Information:

(i) which is already known to the Receiving Party other than any member of Parent Group with respect to Information related to the Snacks Business or any member of the Wimbledon Group, or is information generally available to the public;

(ii) which, hereafter, through no act on the part of the Receiving Party becomes generally available to the public;

(iii) which corresponds in substance to a disclosure furnished to the Receiving Party by any third party having a bona fide right to do so and not having any confidential obligation, direct or indirect, to the Disclosing Party with respect to the same, excluding Information provided to Acquiror by Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, which was provided to Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated by any member of the Parent Group or any member of the Wimbledon Group or the Parent

Group and excluding Information provided to Wimbledon by Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, which was provided to Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated by any member of the Acquiror Group; or

(iv) which is required to be disclosed by Law, provided that the Receiving Party provides reasonable prior written notice of such required disclosure to the Disclosing Party following the Receiving Party's knowledge of such requirement in order to provide the Disclosing Party with an opportunity to prevent or limit such disclosure by seeking a protective order or other appropriate remedy at the sole expense of the Disclosing Party. The commitments set forth in this Section 4.12 will promptly and automatically terminate in their entirety upon the lapse of a period of three years from the Closing Date, except for Know How, which will lapse upon the later of (A) three years from the date of disclosure and (B) when such Information ceases to be Know How.

4.13 ***Wimbledon Entities; Wimbledon Assets; Excluded Assets; Transition Period Assets*** . (a) Prior to the Closing, Parent will use its reasonable best efforts to identify all Wimbledon Assets held by Parent or any of its Affiliates. Parent will use its reasonable best efforts to provide Acquiror, as promptly as practicable after the date hereof, and in any event not more than 90 days after the date hereof, with (i) a final version of Schedule 1.5(a)(iv) to reflect the addition of any new entity formed in connection with, and in contemplation of, the Wimbledon Transfer, or the removal of any entity from the list of Wimbledon Entities as a result of such identification, which final Schedule will be deemed to be the definitive Schedule 1.5(a)(iv) for all purposes of this Agreement, (ii) schedules identifying or describing any Wimbledon Assets that are held as of such date by Parent or any of its Affiliates (other than the Wimbledon Entities) and that will be transferred to a Wimbledon Entity prior to the Closing (the " Pre-Closing Transferred Assets "), (iii) schedules identifying or describing any Direct Assignment Assets, and (iv) schedules identifying or setting forth any Excluded Assets that are held as of such date by the Wimbledon Entities and that will be transferred to Parent or its Affiliates (other than a Wimbledon Entity) prior to the Closing. The determination of the composition of Schedule 1.5(a)(iv) , and the designation of any Wimbledon Asset as a Pre-Closing Transferred Asset or a Direct Assignment Asset will be made by Parent in good faith. In connection with the foregoing, Acquiror may notify Parent in writing within 60 days after the date hereof of any Tax or other objectives that Acquiror desires that Parent take into account in effecting the Wimbledon Transfer, and Parent will consider any such objectives in good faith and notify Acquiror as to whether Parent intends to implement the Wimbledon Transfer in a manner that is consistent with Acquiror's objectives. Following receipt of such notification from Parent, Acquiror will have 15 days to notify Parent in writing of any additional Tax or other objectives that Acquiror desires that Parent take into account in effecting the Wimbledon Transfer, and Parent will consider such additional objectives in good faith and notify Acquiror as to whether Parent intends to implement the Wimbledon Transfer in a manner that is consistent with Acquiror's additional objectives; provided , however , that nothing set forth herein, in the Transaction Agreement or in any Ancillary Agreement will be construed as obligating

Parent to implement any structuring proposals, objectives or other considerations proffered by Acquiror. Parent will pay all costs and expenses associated with the Asset and Liability transfers for the internal reorganization contemplated by this Agreement, including this Section 4.13(a) ; provided , however , for the avoidance of doubt and notwithstanding the foregoing, (A) the costs and expenses of splitting the Mechelen Site will be allocated as set forth in the Split Agreement, (B) Taxes will be allocated as set forth in the Tax Matters Agreement, (C) the TSA start-up fee will be determined as set forth in the TSA, and (D) any other express allocation reflected herein, in the Transaction Agreement or in any Ancillary Agreement will be allocated as set forth herein, in the Transaction Agreement or in such Ancillary Agreement.

(b) Notwithstanding anything to the contrary set forth in this Agreement, the Transaction Agreement, any of the Ancillary Agreements or any of the Wimbledon Credit Documents, Parent, in its sole discretion, will determine (i) the manner in which the Wimbledon Transfer is consummated, including whether a particular Wimbledon Asset is contributed directly to Wimbledon or another Wimbledon Group member or is included as an asset of an entity whose equity interests are contributed to Wimbledon, (ii) the Wimbledon Group member(s) that will be obligors under the Wimbledon Credit Facility, (iii) the use(s) of the Recapitalization Amount, including, whether the Recapitalization Amount, or any portion thereof, is distributed to Parent or is transferred to one or more Affiliates of Parent, and (iv) the reasonable allocation of the Wimbledon Group's aggregate fair market value among particular Wimbledon Assets or Wimbledon Entities, as the case may be (clauses (i)-(iv), collectively, the " Restructuring Plan "). Acquiror agrees to cause this Agreement, the Transaction Agreement and any of the Ancillary Agreements to be amended to the minimum extent necessary, as reasonably determined by the Chief Financial Officer of Parent, only to accurately reflect the specific elements of the Restructuring Plan as permitted by items (i) through (iv) in the immediately preceding sentence, provided , however , that (1) Parent will notify Acquiror, at reasonable intervals, regarding Parent's development of the Restructuring Plan, and (2) Acquiror is not required to agree to any amendments pursuant to the Restructuring Plan that would (x) alter any of the Wimbledon Assets or Wimbledon Liabilities comprising the Snacks Business, each of which will be owned, directly or indirectly, by Wimbledon at the time of the Distribution, (y) affect the ability of Parent to obtain the opinions contemplated by Section 5.03(e) and (f) of the Transaction Agreement or the ability of Acquiror to obtain the opinion contemplated by Section 5.02(e) of the Transaction Agreement, or (z) materially alter any terms of the Wimbledon Credit Documents. Acquiror also agrees that Parent may amend the Wimbledon Credit Documents to the minimum extent necessary only to accurately reflect the specific elements permitted by items (i) through (iv) of the Restructuring Plan. Acquiror will consider in good faith any other amendments to this Agreement, the Transaction Agreement or any of the Ancillary Agreements, as reasonably determined by the Chief Financial Officer of Parent, to the minimum extent necessary only to effect the restructuring of the Wimbledon Group and the Wimbledon Transfer, which, except as specified in the preceding sentences of this Section 4.13(b) , will require the prior consent of each of Acquiror and Parent. For the avoidance of doubt, Acquiror acknowledges that changes to the Tax basis of any assets held by the Wimbledon Group as a result of the Restructuring Plan or other proposed amendments,

other than such changes that, individually or in the aggregate, would result in the aggregate Tax basis of all such directly and indirectly held assets (exclusive of stock basis in entities held directly or indirectly by Wimbledon) to be less than $300 million as determined for U.S. federal income Tax purposes, do not constitute a basis to withhold consent for purposes of this Section 4.13 (b) .

(c) Acquiror acknowledges and agrees that in the course of preparing for the implementation of the services contemplated by the TSA Parent may identify certain Assets included within the Wimbledon Assets (the "Transition Period Assets"), that are necessary or desirable for Parent to retain in order to provide the services contemplated by the TSA. At Parent's request, Acquiror may elect to (i) allow Parent to retain possession of such Transition Period Asset during the term of the TSA solely for purposes of enabling Parent to satisfy its obligations under the TSA, in which case as soon as practicable following the expiration of the applicable services contemplated by the TSA, Parent will Convey such Transition Period Asset to Acquiror for no additional consideration or (ii) include any Transition Period Asset in the Wimbledon Assets at Closing (in which case Parent will not be required to provide any service under the TSA where it is not reasonably practicable to provide such service without such Transition Period Asset).

4.14 ***Shared Contracts*** . (a) No later than 60 days following the date hereof, Parent will provide Acquiror with a list of third party providers to Parent of goods and services related to the manufacturing of the products of the Snacks Business that are not exclusive to the Snacks Business as well as distributors of both Snacks Business products and other Parent products. Parent will provide Acquiror with contact information for such third parties and use commercially reasonable efforts to introduce representatives of Acquiror to the Parent contacts at such third parties.

(b) Prior to the Closing, Parent will use reasonable best efforts to obtain the consent (without charge to Acquiror) of any advertising agency or similar party to the assignment to Acquiror, as of the Effective Time, of the right to use previously created Snack Business advertising and promotional content.

4.15 ***Covenant Not to Sue*** . From and after the Closing Date, Parent covenants that it will not sue, and it will ensure that none of its Affiliates will sue Acquiror or any of Acquiror's Affiliates or direct or indirect customers, suppliers or distributors for Patent or Copyright infringement, or trade secret misappropriation based upon the manufacture, use, sale, offer for sale, research, development, marketing, importation or exportation of products related to the Snacks Business as it is conducted immediately prior to the Effective Time.

4.16 ***Notification of Certain Matters; Schedule Updates*** . Prior to the Closing, Parent may deliver to Acquiror supplements or updates to the following schedules: Schedules 1.5(a)(i) , 1.5(a)(iv) , 1.5(a)(v) , 1.5(a)(vi) , 1.5(a)(vii) , 1 .5(a)(x) , 1.5(a)(xii) , 5.1 , the attachment to Annex A to 5.3(a) (solely to reflect any jurisdictions to the extent that Schedule 5.1 is supplemented or updated) and Annex A to 5.3(e) ; provided , however , that no such supplement or update will be considered for purposes

of determining whether the condition set forth in Section 5.02(c) of the Transaction Agreement has been satisfied. The Parties will cooperate to mutually agree on the final schedules attached to the forms of the TSA and the Facilities Agreement.

V. EMPLOYEE MATTERS

5.1 ***Identification of Employees*** . Schedule 5.1 identifies each In-Scope Employee, Excluded In-Scope Employee, Double-Choice Employee, New Hire Employee and Retained Employee, as well as each such employee's jurisdiction of employment, in all cases as determined by Parent in good faith based upon the information available to Parent as of the date of this Agreement; provided , however , that Parent may update Schedule 5.1 from time to time in order to maintain the accuracy of Schedule 5.1 , including as a result of terminations, transfers, new hires and accidental or inadvertent errors or omissions. Notwithstanding anything to the contrary in this Agreement, the Transaction Agreement or any Ancillary Agreement, Parent may, in its sole discretion, cause the employment of any In-Scope Employee, Double-Choice Employee or New Hire Employee to be transferred to any entity within the Wimbledon Group at any time prior to the Closing in connection with the Restructuring Plan.

5.2 ***Continuity of Employment*** . (a) Parent and Acquiror hereby acknowledge that it is in their mutual best interest for there to be continuity of employment by Wimbledon or its Subsidiaries (or Acquiror or its Affiliates) following the Closing Date with respect to (i) each In-Scope Employee, (ii) each New Hire Employee who accepts an offer of employment from the Wimbledon Group or the Acquiror Group as of the Closing, and (iii) each Double-Choice Employee who accepts an offer of employment from the Wimbledon Group or the Acquiror Group as of the Closing (in each case, other than any employee whose employment with Parent or its Affiliates terminated prior to the Closing) (collectively, " Wimbledon Employees "). At or prior to the Closing, Parent will transfer the employment of each In-Scope Employee to a member of the Wimbledon Group. Not less than 60 calendar days prior to the first day of the range of 2011 Target Dates, Acquiror will, or will cause one of its Affiliates to, make an offer of employment to each Double-Choice Employee and New Hire Employee; provided , however , that the Parties acknowledge that any Double-Choice Employee or New Hire Employee may elect not to accept any offer of employment from the Acquiror or its Affiliates (including the Wimbledon Group). To the extent permitted by applicable Law, any Double-Choice Employee or New Hire Employee who fails to accept an offer of employment from Acquiror or one of its Affiliates within 30 calendar days after the receipt of such offer from Acquiror will remain an employee of Parent or one of its Affiliates. Each Wimbledon Employee who continues employment or accepts employment with Acquiror or its Affiliates (including the Wimbledon Group) (the applicable entity, the " Employing Entity ") immediately following the Closing is referred to herein as a " Continuing Employee ." Each Continuing Employee who is based in the United States is referred to as a " US Continuing Employee ," and each Continuing Employee who is based outside of the United States is referred to as a " Non-US Continuing Employee ." Nothing herein will be construed as a representation or guarantee by Parent or any of its Affiliates that (A) some or all of the New Hire Employees and/or Double-Choice Employees will accept an offer of employment with

Acquiror or one of Acquiror's Affiliates (including the Wimbledon Group) or (B) some or all of the Wimbledon Employees will become employed by or continue in employment with Acquiror or one of Acquiror's Affiliates (including the Wimbledon Group) for any period of time; provided , however that, unless prohibited by applicable Law, in the event that an In-Scope Employee refuses employment with Acquiror (the terms and conditions of which employment are consistent with the provisions of Section 5.3), Parent will or will cause its Affiliates to terminate the employment of such employee with Parent and its Affiliates and; provided , further , however , that, notwithstanding Section 4.4 , Parent will not hire any such employee for 12 months following such termination. Not less than 60 calendar days prior to the first day of the range of 2011 Target Dates, Acquiror will, or will cause one of its Affiliates to, present its terms and conditions of employment (including terms and conditions in respect of post-Closing compensation and benefits) to the Wimbledon Employees, which terms and conditions will be consistent with the provisions of Section 5.3 . Acquiror will provide Parent with a reasonable opportunity to review its proposed terms and conditions and will not present any particular set of terms and conditions to any Wimbledon Employees without Parent's written consent, which consent will not be unreasonably withheld, conditioned or delayed. Subject to applicable Law, Parent and Acquiror will reasonably cooperate in connection with the presentation of such terms and conditions of employment to the Wimbledon Employees, including with respect to the timing thereof.

(b) Acquiror acknowledges and agrees that (i) certain of the Wimbledon Employees may be eligible for retirement or "special separation" benefits from Parent or its Affiliates as of the Closing under the terms and conditions of Parent's general employment policies (the " Special Separation Benefits "), (ii) in connection with the Transactions, such Wimbledon Employees may retire from Parent or receive Special Separation Benefits (or both), (iii) Acquiror's obligations set forth in this Section 5.2 with respect to the employment of the Wimbledon Employees from and after the Closing will not be affected by any Special Separation Benefits, (iv) any such Wimbledon Employee who accepts and continues employment with Acquiror or its Affiliates as of the Closing will be deemed to be a Continuing Employee, (v) any Special Separation Benefits will not be taken into consideration for purposes of determining comparability under Section 5.3 and (vi) Parent will retain all Liabilities (including employer Tax Liabilities, but Parent will not be liable for any Tax withholding except to the extent it is required to remit any such Tax withheld from any such Special Separation Benefits to the appropriate Governmental Authority associated with the Special Separation Benefits; provided , however , that nothing herein will be deemed to require Acquiror to assume any Tax Liabilities that are the sole responsibility of any Wimbledon Employee.

(c) With respect to any Wimbledon Employee who is working in any country pursuant to a local visa or similar authorization as of the Closing, Acquiror and Parent will use their commercially reasonable efforts to allow such Wimbledon Employee to transfer to an Affiliate of Acquiror in such country as of the Closing. Notwithstanding anything to the contrary, to the extent that it can be accommodated in accordance with applicable Law, if such transfer measures are not completed as of the Closing, such Wimbledon Employee will remain an employee of Parent and its Affiliates

and will not transfer employment to Acquiror or any of its Affiliates (including for these purposes any Wimbledon Group entity) until such transfer measures are completed (each, a " Delayed Transfer Employee "). Each such Delayed Transfer Employee will not be considered a Continuing Employee unless and until such transfer measures are completed prior to the second anniversary of the Closing. With respect to each such Delayed Transfer Employee, any references to the termination of any employment-related obligations of Parent or any of its Affiliates and the assumption or commencement of employment-related obligations by Acquiror and its Affiliates as of the Closing Date will be deemed to apply instead as of the date such transfer measures are completed.

(d) Parent and Acquiror will, and will cause their respective Affiliates to, cooperate to identify and effect the transfer to Acquiror of any individuals retained as independent contractors whose employment is required to transfer to Acquiror or a Wimbledon Group entity as of the Closing pursuant to applicable Law.

5.3 ***Terms of Employment*** . (a) As of the Closing, Acquiror will, or will cause one of Acquiror's Affiliates to, provide to each Continuing Employee employment in a position at least comparable to that held by such Continuing Employee immediately before the Closing. Acquiror will, or will cause one of its Affiliates to, maintain such comparable employment with respect to each Continuing Employee during the two-year period that begins as of the Closing or such shorter period as such Continuing Employee remains an employee of an Employing Entity following the Closing (the " Continuation Period "). The Parties will take all actions necessary to effectuate the provisions of Schedule 5.3(a) .

(b) Welfare Plans . To the extent permitted by applicable Law, Acquiror will cause each benefit plan of Acquiror and its Affiliates in which any Continuing Employee participates that is a health or welfare benefit plan (collectively, " Acquiror Welfare Plans ") to (i) waive all limitations as to preexisting conditions, exclusions and service conditions with respect to participation and coverage requirements applicable to Continuing Employees, other than limitations that were in effect with respect to such Continuing Employees as of the Closing Date under the corresponding Compensation And Benefit Plan, (ii) honor any payments, charges and expenses of such Continuing Employees (and their eligible dependents) that were applied toward the deductible and out-of-pocket maximums under the corresponding Compensation And Benefit Plan in satisfying any applicable deductibles, out-of-pocket maximums or co-payments under a corresponding Acquiror Welfare Plan during the same plan year in which such payments, charges and expenses were made, and (iii) with respect to any medical plan, waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to a Continuing Employee following the Closing Date to the extent such employee had satisfied any similar limitation under the corresponding Compensation And Benefit Plan. In addition, to the extent that any Continuing Employee has begun a course of treatment with a physician or other service provider who is considered "in network" under a Compensation And Benefit Plan and such course of treatment is not completed prior to the Closing, Acquiror will use commercially reasonable efforts to arrange for transition care, whereby such Continuing Employee

may complete the applicable course of treatment with the pre-Closing physician or other service provider at "in network" rates.

(c) Flexible Spending Accounts . During the Continuation Period, Acquiror or one of Acquiror's Affiliates will cover each US Continuing Employee who has elected to participate in a flexible spending account plan maintained by Parent or any of its Affiliates (" Parent's FSA ") under a flexible spending account plan maintained by Acquiror or one of Acquiror's Affiliates (" Acquiror's FSA ") at the same level of coverage elected under Parent's FSA. Each US Continuing Employee will be treated as if his participation in Acquiror's FSA had been continuous from the beginning of the plan year under Parent's FSA in which the Closing occurs and each existing salary reduction election will be taken into account for the remainder of the plan year under Acquiror's FSA in which the Closing occurs, as if made under Acquiror's FSA. Acquiror's FSA will provide reimbursement for medical care expenses and dependent care expenses incurred by US Continuing Employees at any time during the plan year under Parent's FSA in which the Closing occurs (including claims incurred before the Closing), up to the amount of such US Continuing Employees' elections and reduced by amounts previously reimbursed by Parent's FSA. Within 30 calendar days following the Closing Date, Parent will (i) provide to Acquiror an accounting of the amounts elected, deducted and paid in respect of claims under Parent's FSA in respect of the US Continuing Employees during the plan year in which the Closing occurs and before the Closing and (ii) pay to Acquiror the net amount, if any, of the excess of the aggregate amount deducted over the aggregate amount paid in respect of claims under Parent's FSA in respect of each US Continuing Employee during the plan year in which the Closing occurs.

(d) Earned Vacation . Acquiror and Acquiror's Affiliates will credit each Continuing Employee the amount of accrued and unpaid hours of vacation, personal hours or days earned and sick leave (together, the " Transferred Leave ") applicable to such Continuing Employee as of the Closing and Parent will provide to Acquiror as of the Closing Date a schedule indicating for each Continuing Employee the type and number of days of Transferred Leave. Acquiror and Acquiror's Affiliates will ensure that such Transferred Leave is not subject to forfeiture to the same extent not subject to forfeiture under the policies of Parent and its Affiliates governing such Transferred Leave prior to the Closing and that such Transferred Leave does not count toward any maximum accrual amount under any plan, program or policy maintained by Acquiror or one of Acquiror's Affiliates for the purpose of providing vacation, personal days or hours or sick leave.

(e) Expatriate and Localized Employees . The Parties will take all actions necessary to effectuate the provisions of Schedule 5.3(e) .

(f) International Retirement Arrangements . Except as set forth on Schedule 5.3(f) , effective as of the Closing Date each international retirement arrangement (a " Global IRA ") for any Continuing Employee will be terminated and Parent will be obligated to make a cash payment to each such Continuing Employee in an amount determined in accordance with the terms of the applicable Global IRA and

will take all other actions that may be necessary in connection with such termination and Acquiror will not assume any Liabilities in respect of such Global IRAs.

(g) Post-Continuation Period Benefits . Following the Continuation Period, Acquiror will, or will cause one of Acquiror's Affiliates to, provide to each Continuing Employee then continuing in employment with Acquiror or its Affiliates employment on terms no less favorable in the aggregate than the terms of employment of similarly situated employees of Acquiror and its Affiliates.

(h) Special Rules for Non-US Employees . Notwithstanding anything to the contrary herein, any Wimbledon Employee who is employed by a member of the Parent Group in a non-US jurisdiction immediately prior to the Closing, and who is required by applicable Law to transfer to a member of the Wimbledon Group in connection with the Transactions, will transfer automatically on the Closing Date to a member of the Wimbledon Group in accordance with such applicable Law. Notwithstanding anything to the contrary herein, the following terms will apply to all Non-US Continuing Employees:

(i) To the extent that (A) the applicable Law of any jurisdiction, (B) any collective bargaining agreement or other agreement with a works council or economic committee, or (C) any employment agreement, would require Acquiror or its Affiliates (including the Wimbledon Entities) to provide any more favorable terms of employment to any Non-US Continuing Employee than those otherwise provided for by this Section 5.3 (or modify the period of time for which such standards are met), in connection with the sale of the Snacks Business to Acquiror, then Acquiror will, or will cause one of Acquiror's Affiliates to provide such Non-US Continuing Employee with such more favorable term, and otherwise provide terms of employment in accordance with this Section 5.3 .

(ii) Acquiror and Parent agree that to the extent provided under the applicable Laws of certain foreign jurisdictions, (x) any employment agreements between Parent and its Affiliates, on the one hand, and any Non-US Continuing Employee, on the other hand, and (y) any collective bargaining agreements applicable to the Non-US Continuing Employees in such jurisdictions, will in each case have effect after the Closing as if originally made between Acquiror and the other parties to such employment agreement or collective bargaining agreement.

5.4 ***Bonuses and Incentives*** . Parent will retain all obligations to the Wimbledon Employees, including Continuing Employees, with respect to the bonuses and incentives under Parent's Short Term Achievement Reward (STAR) bonus program, Long-Term Incentive (LTI) program, Key Manager Stock Option Program and any other cash, annual, long-term, equity or similar incentive program in which the Continuing Employees participate for the plan year in which the Closing Date occurs that are attributable to the period prior to the Closing; provided , however , that, if requested by Parent, Acquiror will make all cash payments in respect of any such program so long as Parent transfers to Acquiror, as of the Closing, all amounts payable in respect of such cash obligations that are attributable to the period prior to the Closing

and any associated Taxes payable by Acquiror in connection with such cash payments (but Parent will not be liable for any Tax withholding except to the extent it is required to remit any such Tax withheld from any such bonuses and incentives to the appropriate Governmental Authority); provided further , however , that nothing herein will be deemed to require Acquiror to assume any Tax Liabilities that are the sole responsibility of any Wimbledon Employee. Notwithstanding anything herein to the contrary, Acquiror is responsible for all Continuing Employee compensation (including the forms of compensation described in this Section 5.4) attributable to periods following the Closing.

5.5 ***Credit for Service with Parent*** . Where applicable, Acquiror and Acquiror's Affiliates will provide credit for each Continuing Employee's length of service with Parent and its Affiliates for all purposes (including eligibility, vesting and benefit accrual) under each plan, program, policy or arrangement of Acquiror and Acquiror's Affiliates to the same extent such service was recognized under a similar plan, program, policy or arrangement of Parent or any of its Affiliates, except that such prior service credit will not be required to the extent that it results in a duplication of benefits.

5.6 ***COBRA and HIPAA; Workers' Compensation*** . Effective as of the Closing, Acquiror and Acquiror's Affiliates will assume and be responsible for (i) all Liabilities with respect to US Continuing Employees and their eligible dependents, in respect of health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Health Insurance Portability and Accountability Act of 1996, Sections 601, et seq. and Sections 701, et seq. of ERISA, Section 4980B and Sections 9801, et seq. of the Code and applicable state or similar Laws (other than with respect to an eligible Continuing Employee who elects coverage under a retiree medical plan of Parent or its Affiliates) and (ii) to the extent applicable, all workers' compensation benefits payable to or on behalf of the US Continuing Employees.

5.7 ***WARN Act*** . Acquiror will, and will cause Acquiror's Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act or any other similar Law (the " WARN Act ") and to otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Continuing Employees (including as a result of the consummation of the Transactions) and occurring from and after the Closing. Acquiror will not, and will not permit any of Acquiror's Affiliates to, take any action on or after the Closing Date that would cause any termination of employment by Parent or Parent's Affiliates of any employees of the Snacks Business or the Wimbledon Group occurring prior to the Closing to constitute a "plant closing," "mass layoff" or group termination or similar event under the WARN Act, or to create any Liability or penalty to Parent or any of its Affiliates for any employment terminations under applicable Law. Parent will notify Acquiror of any layoffs of any employees of the Snacks Business or the Wimbledon Group that occur during the 90-day period prior to the Closing.

5.8 ***Administration, Employee Communications, Cooperation*** . (a) Following the date of this Agreement, Parent and Acquiror (and their Affiliates) will reasonably cooperate and use good faith efforts in all matters reasonably necessary to effect the transactions contemplated by this Article V , including, (i) cooperating and

providing each other with all necessary and reasonable assistance and information to ensure that any works councils or committees, trade unions and/or employee representatives applicable to the Non-US Continuing Employees are provided with the information required in order for proper consultation to take place and (ii) exchanging information and data, including reports prepared in connection with bonus plan participation and related data of Continuing Employees (other than individual bonus opportunities based on target bonus as a percentage of base salary), relating to workers' compensation, employee benefits and employee benefit plan coverages, including information and data that is necessary to support or perform the compensation consultant process or that is otherwise reasonably requested in connection with the compensation consultant process (in each case, except to the extent prohibited by applicable Law or to the extent that such information and data relates to performance ratings or assessments or employees of Parent and its Affiliates), making any and all required filings and notices, making any and all required communications with Wimbledon Employees and obtaining any Governmental Approvals required hereunder.

(b) Between the date hereof and the Closing Date, any communications between Acquiror and any employees of Parent and its Affiliates regarding terms of employment, employee benefits or otherwise regarding employment with Acquiror will be conducted at the times and through processes approved by Parent, such approval not to be unreasonably withheld. Such processes will provide adequate access to the Wimbledon Employees and allow all reasonable means of communication with such employees by Acquiror and its Affiliates; provided , however , that any communications with Wimbledon Employees or any other employees of Parent or its Affiliates will be limited to (i) business operations and employee benefit matters relating to Wimbledon Employees, future organization design and staffing and (ii) the list (by name and/or title) of the Wimbledon Group management team previously provided by Parent to Acquiror; provided , however , that Parent may update such list from time to time in order to maintain the accuracy of such list, including as a result of terminations, transfers, new hires and accidental or inadvertent errors or omissions.

(c) Without limiting Acquiror's obligations under this Article V with respect to the Continuing Employees, this Article V will not (i) be treated as an amendment of, or undertaking to amend any employee benefit plan in which Acquiror's employees participate, or (ii) prohibit Acquiror or any of its Affiliates (including the Wimbledon Group) from amending any employee benefit plan in which Acquiror's employees participate.

VI. CONDITIONS TO THE WIMBLEDON TRANSFER

The obligations of Parent to effect the Wimbledon Transfer pursuant to this Agreement will be subject to fulfillment (or waiver by Parent) at or prior to the Business Transfer Date of the following conditions: (a) each of the conditions to Parent's obligation to effect the Closing of the transactions contemplated by the Transaction Agreement, as provided in Section 5.01 and Section 5.03 of the Transaction Agreement, shall have been satisfied or waived (other than those conditions that, by their nature, are to be satisfied contemporaneously with the Closing) and (b) Acquiror

shall have irrevocably confirmed to Parent in writing that each condition to Acquiror's obligation to effect the Closing of the transactions contemplated by the Transaction Agreement, as provided in Section 5.01 and Section 5.02 of the Transaction Agreement, shall have been satisfied or waived (other than those conditions that, by their nature, are to be satisfied contemporaneously with the Closing).

VII. MISCELLANEOUS

7.1 ***Expenses*** . Except as otherwise provided in this Agreement, including Section 1.8(b) , Section 3.2 , Section 3.3 , Section 4.3(e) and Section 4.5 , the Transaction Agreement or any Ancillary Agreement, each Party will be responsible for the fees and expenses of the Parties as provided in Section 7.02 of the Transaction Agreement.

7.2 ***Entire Agreement*** . This Agreement, the Transaction Agreement and the Ancillary Agreements, including any related annexes, schedules and exhibits, as well as any other agreements and documents referred to herein and therein, will together constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter, including the Confidentiality Agreement, which is hereby terminated and no further force or effect, subject to the provisions of Section 6.03 of the Transaction Agreement.

7.3 ***Governing Law; Jurisdiction; Waiver of Jury Trial*** . (a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the State of Delaware, other than any choice of Law provisions thereof that would cause the Laws of another state to apply.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the Transactions, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the Transactions in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the Transactions in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.3(c) .

7.4 ***Notices*** **.** All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile, provided that the facsimile transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

(i) If to Parent:

The Procter & Gamble Company
One Procter & Gamble Plaza
Cincinnati, OH 45202
Attn: Joseph Stegbauer,
Associate General Counsel — Global Transactions

Facsimile: (513) 983-7635
Email: stegbauer.ja@pg.com

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

Jones Day
222 East 41st Street
New York, NY 10017
Attention: Robert A. Profusek
Randi C. Lesnick
Facsimile: (212) 755-7306

(ii) If to Acquiror:

Diamond Foods, Inc.
600 Montgomery Street, 17 th Floor
San Francisco, CA 94111
Attn: Chief Financial Officer
Facsimile: (209) 933-6861

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

Fenwick & West LLP
555 California Street, 12 th Floor
San Francisco, CA 94104
Attention: Douglas N. Cogen
David K. Michaels
Facsimile: (415) 281-1350

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 7.4 . Any notice to Parent will be deemed notice to all members of the Parent Group, and any notice to Wimbledon will be deemed notice to all members of the Wimbledon Group.

7.5 ***Priority of Agreements*** . If there is a conflict between any provision of this Agreement and a provision in any of the Ancillary Agreements, the provision of this Agreement will control unless specifically provided otherwise in this Agreement or in the Ancillary Agreement.

7.6 ***Amendments and Waivers*** . (a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right,

power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 7.6(a) and will be effective only to the extent in such writing specifically set forth.

7.7 ***Termination*** . This Agreement will terminate without further action at any time before the Closing upon termination of the Transaction Agreement. If terminated, no Party will have any Liability of any kind to the other Party or any other Person on account of this Agreement, except as provided in the Transaction Agreement.

7.8 ***No Third-Party Beneficiaries*** . Except for the provisions of Article III with respect to indemnification of Indemnitees, this Agreement is solely for the benefit of the Parties and does not confer on third parties (including any employees of any member of the Parent Group or the Wimbledon Group) any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement; provided , however , that this Section 7.8 does not limit any rights of Parent pursuant to Section 5.3 .

7.9 ***Assignability*** . No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties, except that a Party may assign its rights or delegate its duties under this Agreement to a member of its Group, provided that the member agrees in writing to be bound by the terms and conditions contained in this Agreement and provided further that the assignment or delegation will not relieve any Party of its indemnification obligations or obligations in the event of a breach of this Agreement. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

7.10 ***Construction*** . The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement or Schedules hereto will include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs will include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words “include” or “including” in this Agreement or Schedules hereto will be by way of example rather than by limitation. The use of the words “or,” “either” or “any” will not be exclusive. The Parties have participated jointly in the negotiation and drafting of this Agreement, the Transaction Agreement and the Ancillary Agreements, and in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Except as otherwise expressly provided elsewhere in this Agreement, the Transaction Agreement

or any Ancillary Agreement, any provision herein which contemplates the agreement, approval or consent of, or exercise of any right of, a Party, such Party may give or withhold such agreement, approval or consent, or exercise such right, in its sole and absolute discretion, the Parties hereby expressly disclaiming any implied duty of good faith and fair dealing or similar concept.

7.11 ***Severability*** . The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

7.12 ***Counterparts*** . This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

7.13 ***Specific Performance*** . The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

7.14 ***Dispute Resolution*** . (a) Except as otherwise specifically provided in this Agreement or in any Ancillary Agreement, the procedures set forth in this Section 7.14 will apply to any dispute, controversy or claim (a " Dispute ") (whether sounding in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with this Agreement or any Ancillary Agreement, or the transactions contemplated hereby or thereby (but specifically excluding the Transaction Agreement where any Disputes under the Transaction Agreement will be resolved pursuant to the terms thereof), between or among any member of the Party's respective Group. Each of Acquiror and Wimbledon, on the one hand, and Parent, on the other hand, will have the right to refer any such Dispute for resolution to either the Chief Executive Officer or Chief Financial Officer of Acquiror or the Chief Financial Officer of Parent (or their designees) by delivering to the other Party a written notice of the referral (a " Dispute

Escalation Notice "). Following receipt of a Dispute Escalation Notice, each of the Parties will cause their respective officer or designee to negotiate in good faith to resolve the Dispute. If such officers or designees are unable to resolve the Dispute within 40 Business Days after the date of the Dispute Escalation Notice, either Party will have the right to begin mediation in accordance with Section 7.14(b) of this Agreement. The Parties agree that all discussions, negotiations and other Information exchanged between the Parties during the foregoing escalation proceedings or those in Section 7.14(b) below will be without prejudice to the legal position of a Party in any subsequent Action.

(b) If the Dispute has not been resolved by the negotiation procedures as provided in Section 7.14(a) within 40 Business Days after delivery of the Dispute Escalation Notice, or if the Parties failed to meet within 40 Business Days after delivery, the Parties will endeavor to settle the Dispute by mediation administered by the Delaware Court of Chancery under 10 Del. C. Sec. 347 (commonly referred to as the " Mediation Only Program "); provided , however , that if the Dispute does not qualify for, or the Parties are not eligible to participate in, the Mediation Only Program, the Parties will endeavor to agree on an alternative mediating body to administer mediation of the Dispute under its Commercial Mediation Procedures, in which case the Parties will not be restricted in the identities of mediators that they may propose to utilize in the mediation. If the Dispute is not resolved in mediation (or if the Parties are unable to agree on a mediator pursuant to the proviso in the immediately preceding sentence), either Party will have the right to commence litigation in accordance with Section 7.3 .

7.15 Plan of Reorganization . This Agreement and the Transaction Agreement will constitute a "plan of reorganization" for the Transactions under Treasury Regulation Section 1.368-2(g). Pursuant to the plan of reorganization, (i) Parent will complete the Distribution and (ii) immediately following the Distribution, Wimbledon will merge with and into Merger Sub, with Merger Sub continuing as the surviving entity, in each case, as described in, and subject to the conditions set forth in, the Transaction Agreement.

VIII. DEFINITIONS

For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

" 2011 Target Dates " has the meaning given to such term in the Transaction Agreement.

" Acquiror " has the meaning set forth in the preamble.

" Acquiror Group " means Acquiror and each of its Affiliates, including after the Closing, the Wimbledon Group.

" Acquiror Stockholder Approval " has the meaning given to such term in the Transaction Agreement.

“ Acquiror Welfare Plans ” has the meaning set forth in Section 5.3(b) .

“ Acquiror’s FSA ” has the meaning set forth in Section 5.3(c) .

“ Action ” means any demand, charge, claim, action, suit, counter suit, arbitration, mediation, hearing, inquiry, proceeding, audit, review, complaint, litigation or investigation, or proceeding of any nature whether administrative, civil, criminal, regulatory or otherwise, by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

“ Affiliate ” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

“ Agreement ” has the meaning set forth in the preamble.

“ Ancillary Agreements ” means the Tax Matters Agreement, the TSA, the Facilities Agreement, the Split Agreement and the Olestra Supply Agreement.

“ Assets ” means assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third-parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following: (i) all accounting, business and other books, records and files, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form; (ii) all computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, motor vehicles and other transportation equipment, special and general tools, prototypes and models and other tangible personal property; (iii) all inventories of materials, parts, raw materials, packing materials, supplies, work-in-process, goods in transit and finished goods and products; (iv) all Real Property Interests; (v) all interests in any capital stock or other equity interests of any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person, and all other investments in securities of any Person; (vi) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other Contracts; (vii) all deposits, letters of credit and performance and surety bonds; (viii) all Intellectual Property and licenses from third Persons granting the right to use any Intellectual Property; (ix) all software owned, licensed or used; (x) all employment records (except for any information relating to performance ratings or assessments of employees of Parent and its Affiliates (including performance history,

reports prepared in connection with bonus plan participation and related data, other than individual bonus opportunities based on target bonus as a percentage of base salary)); cost information; sales and pricing data; customer prospect lists; supplier records; customer, distribution and supplier lists; customer and vendor data, correspondence and lists; product literature (including historical); advertising and promotional materials; artwork; design; development, manufacturing and quality control records, procedures and files; vendor and customer drawings, formulations and specifications; quality records and reports and other books, records, ledgers, files, documents, plats, photographs, studies, surveys, reports, plans and documents, operating, production and other manuals, including corporate minute books and related stock records, financial and Tax records (including Tax Returns), in all cases whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form; (xi) all prepaid expenses, including prepaid leases and prepaid rentals, trade accounts and other accounts and notes receivables; (xii) all interests, rights to causes of action, lawsuits, judgments, claims, counterclaims, demands and benefits of Parent, its Affiliates or any member of the Wimbledon Group under Contracts, including all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers, causes of action or similar rights, whether accrued or contingent; and (xiii) all Governmental Approvals.

" Business Day " means any day that is not a Saturday, a Sunday or other day that is a statutory holiday under the federal Laws of the United States.

" Business Transfer Date " has the meaning set forth in Section 2.1 .

" Business Transfer Time " has the meaning set forth in Section 2.1 .

" Claims Notice " has the meaning set forth in Section 3.5(b)(i) .

" Closing " has the meaning given to such term in the Transaction Agreement.

" Closing Date " has the meaning given to such term in the Transaction Agreement.

" Code " means the Internal Revenue Code of 1986 (or any successor statute), as amended from time to time, and the regulations promulgated thereunder.

" Compensation And Benefit Plans " has the meaning given to such term in the Transaction Agreement.

" Confidentiality Agreement " has the meaning given to such term in the Transaction Agreement.

" Consents " means any consents, waivers or approvals from, or notification requirements to, or authorizations by, any third-parties.

" Continuation Period " has the meaning set forth in Section 5.3(a) .

"Continuing Employee" has the meaning set forth in Section 5.2(a).

"Contracts" means any contract, agreement, lease, license, sales order, purchase order, instrument or other commitment, whether written or oral, that is binding on any Person or any part of its property under applicable Law.

"Convey" has the meaning set forth in Section 1.1. Variants of this term such as "Conveyance" will have correlative meanings.

"Copyrights" has the meaning set forth in the definition of "Intellectual Property."

"Delayed Transfer Employee" has the meaning set forth in Section 5.2(c).

"Direct Assignment Asset" means any Wimbledon Asset not owned as of the Closing Date by a Wimbledon Entity.

"Direct Claims" has the meaning set forth in Section 3.5(a).

"Disclosing Party" has the meaning set forth in Section 4.12(b)(i).

"Dispute" has the meaning set forth in Section 7.14(a).

"Dispute Escalation Notice" has the meaning set forth in Section 7.14(a).

"Distribution" has the meaning given to such term in the Transaction Agreement.

"Distribution Date" has the meaning given to such term in the Transaction Agreement.

"Double-Choice Employees" means the employees of Parent or its Affiliates who transferred into (but were not hired into) the Snacks Business after September 28, 2010 but excluding any (a) plant technicians, (b) non-plant technician employees whose services are determined by Parent in good faith to be "essential" to the continuation of the operation of the Snacks Business (other than those employees whose services are covered by an Ancillary Agreement) and (c) New Hire Employees.

"Effective Time" has the meaning given to such term in the Transaction Agreement.

"Employing Entity" has the meaning set forth in Section 5.2(a).

"Environmental Conditions" means the presence in the environment, including the soil, groundwater, surface water or ambient air, of any Hazardous Materials at a level which exceeds any applicable standard or threshold under any Environmental Law or otherwise requires investigation or remediation (including investigation, study, health or risk assessment, monitoring, removal, treatment or transport) under any applicable Environmental Laws.

" Environmental Laws " means all Laws of any Governmental Authority that relate to the protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata) including Laws or any other binding legal obligation in effect now or in the future relating to the release of Hazardous Materials, or otherwise relating to the treatment, storage, disposal, transport or handling of Hazardous Materials, or to the exposure of any individual to a release of Hazardous Materials.

" Excluded Assets " has the meaning set forth in Section 1.5(b) .

" Excluded In-Scope Employees " means the employees of Parent and its Affiliates identified as Excluded In-Scope Employees on Schedule 5.1 .

" Excluded IP Assets " means the Intellectual Property listed on Schedule 1.5(b)(ii) , and any other Intellectual Property in or to which the Parent Group has any right, title or interest that is not an Included IP Asset.

" Excluded Liabilities " has the meaning set forth in Section 1.6(b) .

" Facilities Agreement " has the meaning set forth in Section 2.2(a)(v) .

" Final Determination " has the meaning set forth in the Tax Matters Agreement.

" Global IRA " has the meaning set forth in Section 5.3(f) .

" Governmental Approvals " means any notices, reports or other filings to be made, or any Consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.

" Governmental Authority " means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or self-regulatory organization.

" Group " means the Parent Group, the Acquiror Group or the Wimbledon Group, as the context requires.

" Hazardous Materials " means chemicals, pollutants, contaminants, wastes, toxic substances, radioactive and biological materials, hazardous substances, petroleum and petroleum products or any fraction thereof, including such substances referred to by such terms as defined in any Environmental Laws.

" HSR Act " has the meaning given to such term in the Transaction Agreement.

" In-Scope Employees " means those corporate, research and development, global business services, manufacturing, procurement, marketing, sales and other employees of Parent or its Affiliates who, as determined by Parent in good faith:

(a) (i) (A) are working in a Parent's Snacks Business cost center consistent with Parent's past practices of assigning employees to cost center codes applied in the

ordinary course, and (B) have devoted more than 50% of their working hours to the Snacks Business during the 12 months (or, if less than 12 months, the period of employment with Parent or its Affiliates) immediately preceding the date of this Agreement (or, if such Person was on approved leave of absence, disability or long-term inactive status, immediately preceding the commencement of such leave of absence, disability or long-term inactive status);

(ii) have devoted more than 50% of their working hours to the Snacks Business when they were providing core business capabilities during the 12 months (or, if less than 12 months, the period of employment with Parent or its Affiliates) immediately preceding the date of this Agreement (or, if such Person was on approved leave of absence, disability or long-term inactive status, immediately preceding the commencement of such leave of absence, disability or long-term inactive status); or

(iii) are required pursuant to applicable Law to transfer to Acquiror or its Affiliates (including the Wimbledon Group) in connection with the sale of the Snacks Business,

in the case of clauses (i) and (ii), other than any Double-Choice Employee, any New Hire Employee or any Retained Employee (and, for the avoidance of doubt, other than any Excluded In-Scope Employee); or

(b) notwithstanding anything to the contrary herein (including any other employee classifications), have devoted no more than 50% of their working hours to the Snacks Business during the 12 months (or, if less than 12 months, the period of employment with Parent or its Affiliates) immediately preceding the date of this Agreement (or, if such Person was on approved leave of absence, disability or long-term inactive status, immediately preceding the commencement of such leave of absence, disability or long-term inactive status), but whose services are determined by Parent in good faith to be "essential" to the continuation of the operation of the Snacks Business (except those employees whose services are covered by an Ancillary Agreement).

" Included IP Assets " has the meaning set forth in Section 1.5(a)(vii) .

" Indemnifying Party " means any Party which may be obligated to provide indemnification to an Indemnitee pursuant to Article III or any other section of this Agreement or any Transaction Agreement.

" Indemnitee " means any Person which may be entitled to indemnification from an Indemnifying Party pursuant to Article III or any other section of this Agreement or any Transaction Agreement.

" Information " means information in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, Contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other

software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data, but in any case excluding back-up tapes.

" Intellectual Property " means, in any and all jurisdictions throughout the world, all (i) inventions and discoveries (whether or not patentable or reduced to practice), patents, patent applications, invention disclosures, and statutory invention registrations, including reissues, divisionals, continuations, continuations-in-part, extensions and reexaminations thereof (collectively, " Patents "), (ii) trademarks, service marks, domain names, uniform resource locators, trade dress, slogans, logos, symbols, trade names, brand names and other identifiers of source or goodwill, including registrations and applications for registration thereof and including the goodwill symbolized thereby or associated therewith (collectively, " Trademarks "), (iii) published and unpublished works of authorship, whether copyrightable or not (including computer software), copyrights therein and thereto, registrations, applications, renewals and extensions therefor, industrial designs, mask works, and any and all rights associated therewith (collectively, " Copyrights "), (iv) trade secrets and all other proprietary Information (including know-how) and invention rights, and all rights to limit the use or disclosure thereof (collectively, " Know How "), (v) rights of privacy and publicity, and (vi) any and all other proprietary rights, and (vii) any and all other intellectual property under the Laws of any country throughout the world.

" Intercompany Accounts " has the meaning set forth in Section 1.7(c) .

" Know How " has the meaning set forth in the definition of "Intellectual Property."

" Laws " means any statute, law, ordinance, regulation, rule, code or other requirement of, or Order issued by, a Governmental Authority.

" Liabilities " means all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence, strict liability or relating to Taxes payable by a Person in connection with compensatory payments to employees or independent contractors) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

" Litigation Conditions " has the meaning set forth in Section 3.5(b)(ii) .

" Losses " means liabilities, damages, penalties, judgments, assessments, losses, costs and expenses in any case, whether arising under strict liability or otherwise (including reasonable attorneys' fees and expenses); provided , however , that (i) with respect to Direct Claims, "Losses" will not include attorneys' fees or other arbitration or

litigation expenses (including experts' fees and administrative costs) incurred in connection with the prosecution of such Direct Claim under the provisions set forth in Article III or Article V and (ii) "Losses" will not include any punitive, exemplary, special similar damages, indirect damages or consequential damages that are not reasonably foreseeable, in each case, except to the extent awarded by a court of competent jurisdiction in connection with a Third-Party Claim.

" Mechelen Facility " means the portion of the Mechelen Site used by the Snacks Business.

" Mechelen Site " means the Parent's facility located in Mechelen, Belgium and utilized in connection with Parent's fabric care business and Snacks Business.

" Mediation Only Program " has the meaning set forth in Section 7.14(b) .

" Merger Sub " has the meaning given to such term in the Transaction Agreement.

" New Hire Employees " means the employees of Parent or its Affiliates who (a) were hired during the 12 months immediately preceding the date of this Agreement but excluding any (i) plant technicians or (ii) non-plant technician employees whose services are determined by Parent in good faith to be "essential" to the continuation of the operation of the Snacks Business (other than those employees whose services are covered by an Ancillary Agreement) and (b) requested an offer of employment from Acquiror or its Affiliates not later than 90 calendar days prior to the first day of the range of 2011 Target Dates.

" Non-US Continuing Employee " has the meaning set forth in Section 5.2(a) .

" Non-Wimbledon Business " means all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted prior to the Business Transfer Time by Parent, the Parent Subsidiaries, Wimbledon and the Wimbledon Subsidiaries, in each case that are not included in the Snacks Business.

" Outsourced Equipment " means the copiers, application servers, network infrastructure, including the switches, routers, wireless access, racks, voice network infrastructure equipment, including PBX, handsets, telephones, voice mail system, voice over IP, volume and multifunction printers and other information technology equipment that is leased by Parent or one of its Affiliates from the Outsourcing Companies and exclusively used or held for exclusive use by the Wimbledon Business pursuant to the Outsourcing Agreements.

" Outsourcing Agreements " means the Contracts with respect to the Outsourced Equipment, including those set forth on Schedule 8.1 .

" Outsourcing Companies " means the Hewlett-Packard Company, Xerox Corporation and British Telecommunications plc, and their respective Affiliates.

“ Parent ” has the meaning set forth in the preamble.

“ Parent Cash Distribution ” has the meaning given to such term in the Transaction Agreement.

“ Parent Guarantees ” has the meaning set forth in Section 4.9 .

“ Parent Group ” means Parent and each of its Subsidiaries, but excluding any member of the Wimbledon Group.

“ Parent Indemnitees ” means Parent, each member of the Parent Group, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of any member of the Parent Group (in each case, in their respective capacities as such).

“ Parent Names and Marks ” has the meaning set forth in Section 4.6(a) .

“ Parent Transfer Documents ” has the meaning set forth in Section 2.3

“ Parent’s FSA ” has the meaning set forth in Section 5.3(c) .

“ Parties ” means Parent, Acquiror, Wimbledon and, for purposes of the obligations in Section 3.2 , the Wimbledon Entities.

“ Patents ” has the meaning set forth in the definition of “Intellectual Property.”

“ Person ” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority.

“ Pre-Closing Transferred Assets ” has the meaning set forth in Section 4.13(a) .

“ Privileged Information ” has the meaning set forth in Section 4.3(a) .

“ Privileges ” has the meaning set forth in Section 4.3(a) .

“ Real Property Interests ” means all interests in real property of whatever nature, including easements, whether as owner or holder of a Security Interest, lessor, sublessor, lessee, sublessee or otherwise.

“ Recapitalization Amount ” has the meaning given to such term in the Transaction Agreement.

“ Receiving Party ” has the meaning set forth in Section 4.12(b) .

“ Reimbursed Auto Lease ” has the meaning set forth in Section 4.11(b) .

“ Restructuring Plan ” has the meaning set forth in Section 4.13(b) .

“ Retained Employees ” means all employees of Parent or its Affiliates other than the Continuing Employees. For the avoidance of doubt, Retained Employees will include (i) the employees identified as Retained Employees on Schedule 5.1 , (ii) the Excluded In-Scope Employees and (iii) any employee who would have been a New Hire Employee but for the fact that such employee did not request an offer of employment from Acquiror or its Affiliates.

“ Security Interest ” means any mortgage, security interest, pledge, lien, charge, claim, option, indenture, right to acquire, right of first refusal, deed of trust, licenses to third parties, leases to third parties, security agreements, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance and other restrictions or limitations on use of real or personal property of any nature whatsoever.

“ Senior Executive ” means an employee of Acquiror, Wimbledon or any of their respective Subsidiaries, or as applicable, Parent or any of its Subsidiaries, whose annual base salary at the relevant time is $200,000 or more.

“ Shared Information ” means (i) all Information provided by any member of the Wimbledon Group to a member of the Parent Group prior to the Business Transfer Time, (ii) any Information in the possession or under the control of such respective Group that relates to the operation of the Snacks Business prior to the Business Transfer Time and that the requesting Party reasonably needs (A) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party (including under applicable securities and tax Laws) by a Governmental Authority having jurisdiction over the requesting Party, (B) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other, (C) subject to the foregoing clause (B) above, to comply with its obligations under this Agreement, the Transaction Agreement or any Ancillary Agreement, or (D) to the extent such Information and cooperation is necessary to comply with such reporting, filing and disclosure obligations, for the preparation of financial statements or completing an audit, and as reasonably necessary to conduct the ongoing businesses of Parent or Wimbledon, as the case may be, and (iii) any Information, that in the good faith judgment of Parent, is reasonably necessary for the conduct of the Snacks Business (except for any information relating to performance ratings or assessments of employees of Parent and its Affiliates (including performance history, reports prepared in connection with bonus plan participation and related data, other than individual bonus opportunities based on target bonus as a percentage of base salary)).

“ Snacks Business ” means the sourcing, producing, marketing, selling, distributing and development of (i) potato snack-related products and services, including potato crisps of various flavors and product line extensions that feature different compositions and flavors, and (ii) cracker stick-related products and services. In construing the scope of the term “Snacks Business,” the “Snacks Business” will be deemed to encompass only the types and scope of activities conducted at the Business

Transfer Time in (A) the Snacks Division of the "Snacks and Pet Care" segment of Parent's "Household Care" Global Business Unit or successor business division and/or unit, or (B) the Parent enterprises that are exclusively related to the sourcing, producing, marketing, selling, distributing and development of potato snack- and cracker stick-related products and services.

" Snacks Business Pension Plan Assets " has the meaning set forth in Section 1.5(a)(xiv) .

" Snacks Business Pension Plans " means the pension plans contemplated by Schedule 1.5(a)(xiv) .

" Special Separation Benefits " has the meaning set forth in Section 5.2(b) .

" Split Agreement " means the agreement attached hereto as Exhibit D , duly executed by the members of the Parent Group and the Acquiror Group party thereto.

" Subsidiary " of any Person means another Person (other than a natural Person), of which such Person owns directly or indirectly (a) an aggregate amount of the voting securities, other voting ownership or voting partnership interests to elect at least a majority of the Board of Directors or other governing body or, (b) if there are no such voting interests, 50% or more of the equity interests therein.

" Surviving Transaction Agreement Items " has the meaning set forth in the Transaction Agreement.

" Tax " or "Taxes" has the meaning set forth in the Tax Matters Agreement.

" Tax Matters Agreement " has the meaning set forth in Section 2.2(a)(i) . From and after the Business Transfer Time, the Tax Matters Agreement will refer to the agreement executed and delivered pursuant to such section, as amended and/or modified from time to time in accordance with its terms.

" Tax Return " has the meaning set forth in the Tax Matters Agreement.

" Third-Party Claim " has the meaning set forth in Section 3.5(b)(i) .

" Trademarks " has the meaning set forth in the definition of "Intellectual Property."

" Transaction Agreement " has the meaning set forth in the recitals of the Agreement.

" Transactions " has the meaning given to such term in the Transaction Agreement.

" Transfer Documents " has the meaning set forth in Section 2.4 .

" Transferred Leave " has the meaning set forth in Section 5.3(d) .

" Transition Period Assets " has the meaning set forth in Section 4.13(c) .

" TSA " has the meaning set forth in Section 2.2(a)(ii) . From and after the Business Transfer Time, the TSA will refer to the agreement executed and delivered pursuant to such section, as amended and/or modified from time to time in accordance with its terms.

" US Continuing Employee " has the meaning set forth in Section 5.2(a) .

" WARN Act " has the meaning set forth in Section 5.7 .

" Wimbledon " has the meaning set forth in the preamble.

" Wimbledon Assets " has the meaning set forth in Section 1.5(a) .

" Wimbledon Balance Sheet " means the Wimbledon balance sheet delivered as part of the Audited Financial Statements pursuant to Section 4.05 of the Transaction Agreement.

" Wimbledon Books and Records " has the meaning set forth in Section 1.5(a)(viii) .

" Wimbledon Business " means the Snacks Business and also, with respect to events that take place after the Business Transfer Time, the Snacks Business as it is operated by the Acquiror Group after the Business Transfer Time, including any new activities, expansions, or other modifications made by the Acquiror Group in the types and scope of activities conducted at (i) the Business Transfer Time in the Snacks Division of the "Snacks, Beverages and Pet Care" segment of Parent's "Household Care" Global Business Unit and (ii) the Parent enterprises that are exclusively related to the sourcing, producing, marketing, selling, distributing and development of potato snack- and cracker stick-related products and services.

" Wimbledon Common Stock " has the meaning set forth in the recitals.

" Wimbledon Contracts " means the following Contracts to which Parent, Wimbledon or any member of their respective Groups is a Party or by which it or any of its Assets is bound, except for any such Contract that is explicitly retained by Parent or any member of the Parent Group pursuant to any provision of this Agreement or any Ancillary Agreement: (i) any Contract identified on Schedule 1.5(a)(v) , and (ii) any other Contract that is exclusively related to the Snacks Business.

" Wimbledon Credit Documents " has the meaning given to such term in the Transaction Agreement.

" Wimbledon Credit Facility " has the meaning given to such term in the Transaction Agreement.

" Wimbledon Employees " has the meaning set forth in Section 5.2(a) .

" Wimbledon Entities " has the meaning set forth in Section 1.5(a)(iv) .

" Wimbledon Entity Interests " has the meaning set forth in Section 1.5(a)(iv) .

" Wimbledon Facilities " has the meaning set forth in Section 1.5(a)(iii) .

" Wimbledon Governmental Approvals " has the meaning set forth in Section 1.5(a)(vi) .

" Wimbledon Group " means Wimbledon and each of its Subsidiaries. Each of the Wimbledon Entities will be deemed to be members of the Wimbledon Group as of the Business Transfer Time.

" Wimbledon Indemnitees " means Wimbledon, each member of the Wimbledon Group, Acquiror (from and after the Business Transfer Time), and each of their respective successors and assigns, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of any member of the Wimbledon Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns.

" Wimbledon Information " has the meaning set forth in Section 4.3(c) .

" Wimbledon Inventory " has the meaning set forth in Section 1.5(a)(ii) .

" Wimbledon Liabilities " has the meaning set forth in Section 1.6(a) .

" Wimbledon Software " has the meaning set forth in Section 1.5(a)(x) .

" Wimbledon Transfer " means the transfer of the Wimbledon Assets and Wimbledon Liabilities as provided in Section 1.1 and Section 1.2 .

" Wimbledon Transfer Documents " has the meaning set forth in Section 2.4 .

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Separation Agreement to be executed on its behalf by its officers hereunto duly authorized on the day and year first above written.

THE PROCTER & GAMBLE COMPANY

By: /s/ Teri L. List
Name: Teri L. List
Title: Senior Vice President and Treasurer

THE WIMBLE COMPANY

By: /s/ Joseph A. Stegbauer
Name: Joseph A. Stegbauer
Title: President

DIAMOND FOODS, INC.

By: /s/ Steven M. Neil
Name: Steven M. Neil
Title: Executive Vice President and Chief Financial and Administrative Officer

[Signature Page to the Separation Agreement]

Exhibit 99.1

Diamond

Merger of Pringles Snack Business with Diamond Foods

April 2011

Important Information

This document contains forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995, including projections of Diamond's results. The words "anticipate," "expect," "believe," "goal," "plan," "intend," "estimate," "may," "will," "would" and similar expressions and variations thereof are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties. Actual results could differ materially from projections made in this release. Some factors that could cause actual results to differ from our expectations include the timing of closing the transaction and the possibility that the transaction is not consummated, risks of integrating acquired businesses and entering markets in which we have limited experience, availability and pricing of raw materials, impact of additional indebtedness, loss of key suppliers, customers or employees, and an increase in competition.

A more extensive list of factors that could materially affect our results can be found in Diamond's periodic filings with the Securities and Exchange Commission. They are available publicly and on request from Diamond's Investor Relations Department.

Additional Information

In connection with the proposed transaction between Diamond and P&G, Diamond will file a registration statement on Form S-4 with the SEC. This registration statement will include a proxy statement of Diamond that also constitutes a prospectus of Diamond, and will be sent to the shareholders of Diamond. Shareholders are urged to read the proxy statement/prospectus and any other relevant documents when they become available, because they will contain important information about Diamond, Pringles and the proposed transaction. The proxy statement/prospectus and other documents relating to the proposed transaction (when they are available) can be obtained free of charge from the SEC's website at www.sec.gov. The documents (when they are available) can also be obtained free of charge from Diamond upon written request to Diamond Foods, Inc., Investor Relations, 600 Montgomery Street, San Francisco, California 94111 or by calling (415) 445-7425, or from P&G upon written request to The Procter & Gamble Company, Shareholder Services Department, P.O. Box 5572, Cincinnati, Ohio 45201-5572 or by calling (800) 742-6253.

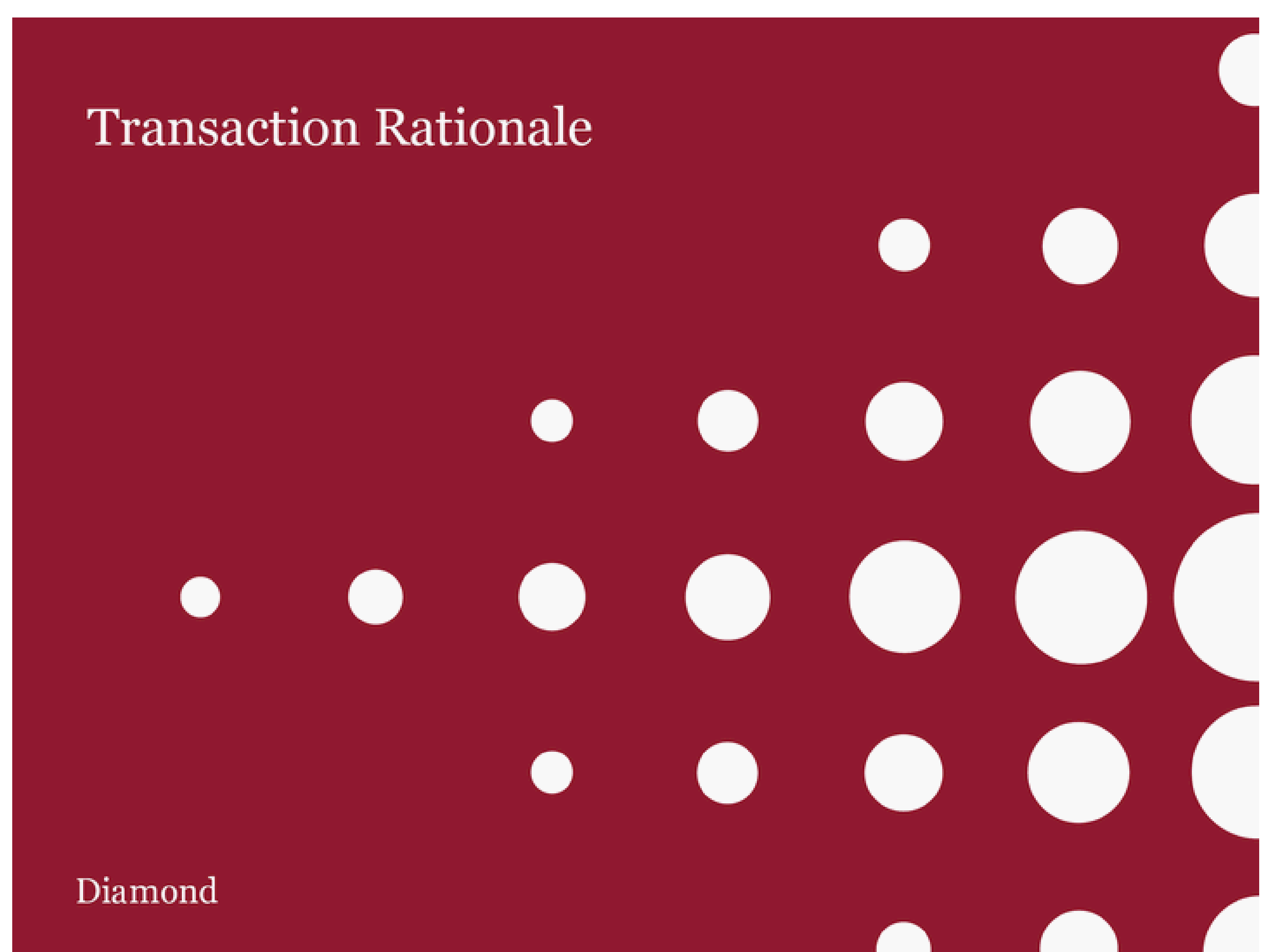
This communication is not a solicitation of a proxy from any security holder of Diamond. However, P&G, Diamond and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from shareholders in connection with the proposed transaction under the rules of the SEC. Information about the directors and executive officers of Diamond Foods, Inc. may be found in its 2010 Annual Report on Form 10-K filed with the SEC on October 5, 2010, and its definitive proxy statement relating to its 2011 Annual Meeting of Shareholders filed with the SEC on November 26, 2010. Information about the directors and executive officers of The Procter & Gamble Company may be found in its 2010 Annual Report on Form 10-K filed with the SEC on August 13, 2010, and its definitive proxy statement relating to its 2010 Annual Meeting of Shareholders filed with the SEC on August 27, 2010.

Overview

- Transaction Summary
- Transaction Rationale
- Pringles Overview
- Diamond Foods Overview
- Summary

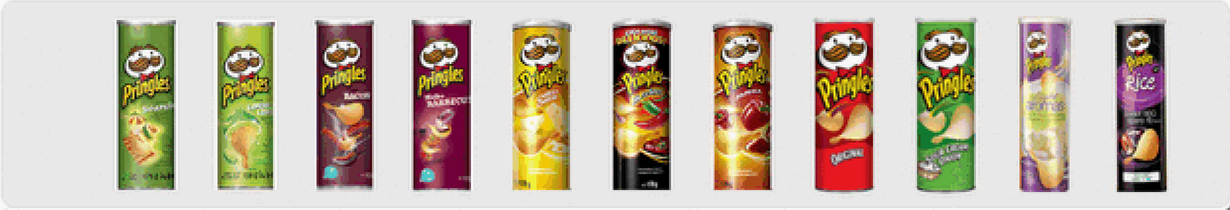
Transaction Summary

- Diamond Foods to merge the Pringles snack business from Procter & Gamble into the Company for consideration of $1.5 billion in Diamond common stock, plus the assumption of approximately $850 million of Pringles debt
- Reverse Morris Trust transaction structure
  - Existing Diamond shareholders to own approximately 43% of combined company
  - P&G shareholders to receive approximately 29.1 million Diamond shares and own approximately 57% of the outstanding shares of combined company
- Closing anticipated by end of calendar 2011
  - Subject to customary closing conditions including regulatory and Diamond shareholder approvals


Transaction Rationale
Diamond

Transaction Rationale: World Class Platform for Global Growth

- Excellent Strategic Fit – Platform for Growth
- Financially Compelling – Double-digit EPS Accretive, Margin Expansion and Significantly Enhanced Free Cash Flow Generation
- Diamond will be the #1 pure play Global Snack Food Company
- Improves Product Mix with Iconic Profitable $1 Billion+ Brand
- Enhances Global Reach, Geographic Diversity and World-Class Infrastructure
- Increases Scale and Effectively Leverages Existing Diamond Go-To-Market Infrastructure and Supply Chain for over 50% of Pringles Sales
- Diversifies Retail Customer Base Allowing for Greater Access and Leverage



Source: Euromonitor 2009 Global Sweet & Savory Snacks Category.

Strong Strategic Fit – Platform for Growth

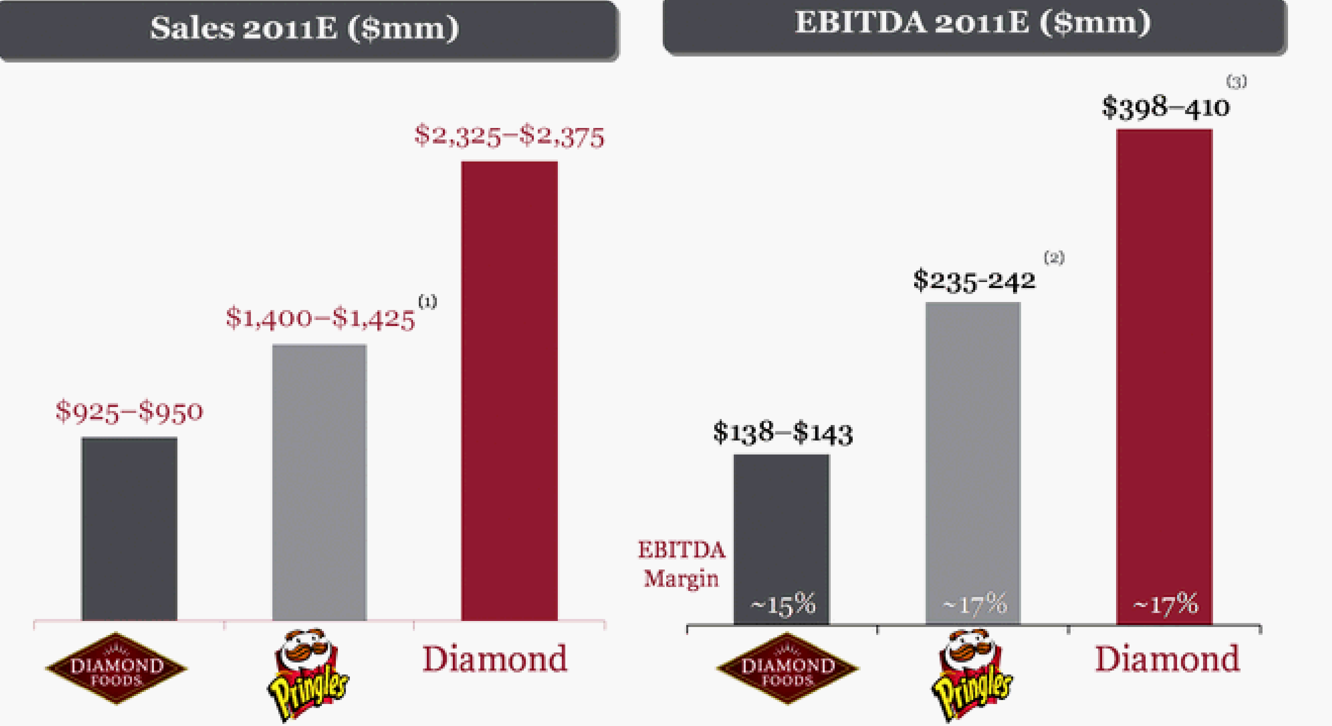
Diamond Foods Focused Portfolio

Build, Acquire and Energize Brands

+

- #2 Global Potato Chip & Crisp Franchise(1)
- Iconic Brand Equity
- Sold in Over 140 Countries
- Premium Positioning Outside the U.S.
- Attractive Margin Structure
- World Class Manufacturing & Supply Chain

(1) Includes Potato Chips and Extruded Snacks as per Euromonitor.


Financially Compelling – Significant Increase in Cash Generation
Sales 2011E ($mm)
$925–$950
$1,400–$1,425 (1)
$2,325–$2,375
DIAMOND FOODS
Pringles
Diamond
EBITDA 2011E ($mm)
$138–$143
$235-242 (2)
$398–410 (3)
EBITDA Margin
~15%
~17%
~17%
DIAMOND FOODS
Pringles
Diamond
(1) Represents growth of 2–4% growth over 2010.
(2) Represents growth of 7–10% growth over 2010.
(3) Includes $25 million of synergies
Note: Represents Fiscal Year End June (Pringles) forecast and July (Diamond) guidance, which was issued on March 8, 2011.
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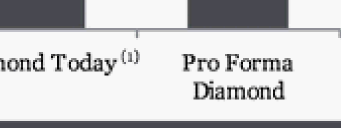
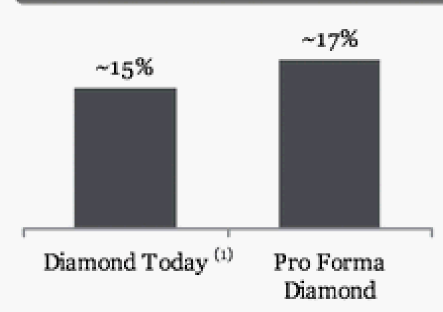
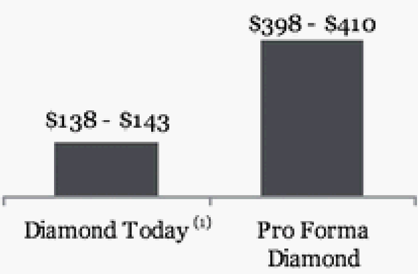
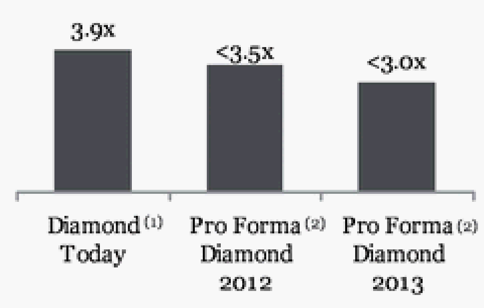
Financially Compelling – Margin Expansion and De-levering (Pro Forma 2011)

- Positive earnings impact – Double digit EPS accretive
- Enhances blended margin profile – Gross margin and EBITDA expansion of approximately 500 basis points and 200 basis points, respectively
- Significant increase in cash flow generation
  - Combined EBITDA of $398 - $410 million
  - De-levering transaction in 2012 with acceleration of debt pay down









Note: Pro Forma 2011 except for leverage.
(1) Public guidance range for FY 2011 provided on March 8, 2011. Gross margin guidance provided was 25.7% - 26.7%; numbers rounded above.
(2) If additional $200M in debt assumption due to collar, 0.5x higher in 2012 and 2013.

Catapults Diamond Into the #2 Position in Global Snacks

Top Global Companies

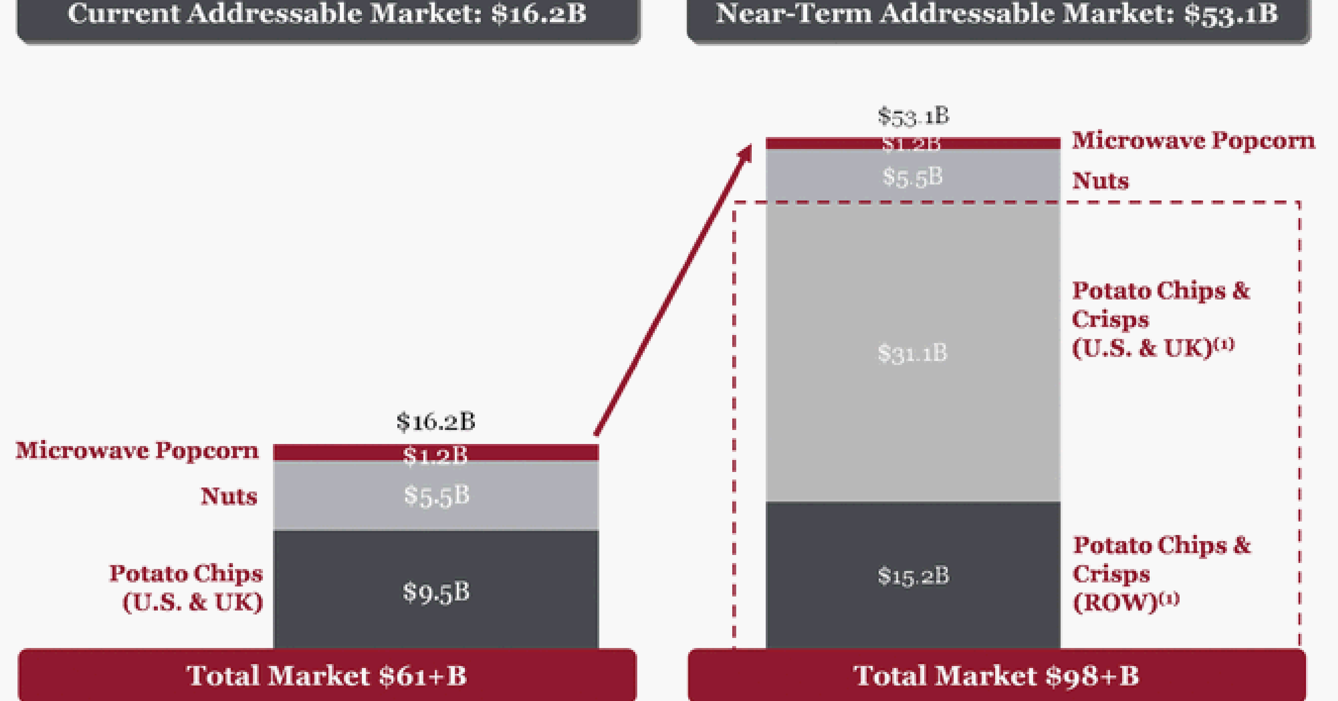
		Retail Snack Sales ($ mm)	Share
1	PEPSICO	$27,697	28.3%
2PF	Diamond	$3,272	3.3%
2	P&G	2,364	2.4%
3	kraft foods	1,909	2.0%
4	Calbee	1,731	1.8%
5	ConAgra Foods	1,547	1.6%
6	KAMEDA	1,397	1.4%
7	INTERSNACK	1,373	1.4%
8	Diamond	908	0.9%
9	KDV Group	884	0.9%
10	旺旺 Want Want	767	0.8%

Top Global Brands

		Retail Snack Sales ($ mm)	Share
1	Lay's	$7,347	7.5%
2	Doritos	3,560	3.6%
3	Cheetos	2,747	2.8%
4	Pringles	2,356	2.4%
5	Tostitos	2,178	2.2%
6	Ruffles	1,943	2.0%
7	Walkers	1,343	1.4%
8	Calbee	1,135	1.2%
9	PLANTERS	1,066	1.1%
10	Fritos	1,058	1.1%

Diamond will be the #1 pure play, global snack food company

Source: Euromonitor 2009 Global Sweet & Savory Snacks Category.


Expands Near-Term Addressable Market
Current Addressable Market: $16.2B
Near-Term Addressable Market: $53.1B
$16.2B
Microwave Popcorn
$1.2B
Nuts
$5.5B
Potato Chips (U.S. & UK)
$9.5B
Total Market $61+B
$53.1B
$1.2B
Microwave Popcorn
$5.5B
Nuts
$31.1B
Potato Chips & Crisps (U.S. & UK)(1)
$15.2B
Potato Chips & Crisps (ROW)(1)
Total Market $98+B
Sources: Euromonitor, IRI, Nielsen and Company estimates.
(1) Includes Potato Chips and Extruded Snacks as per Euromonitor.
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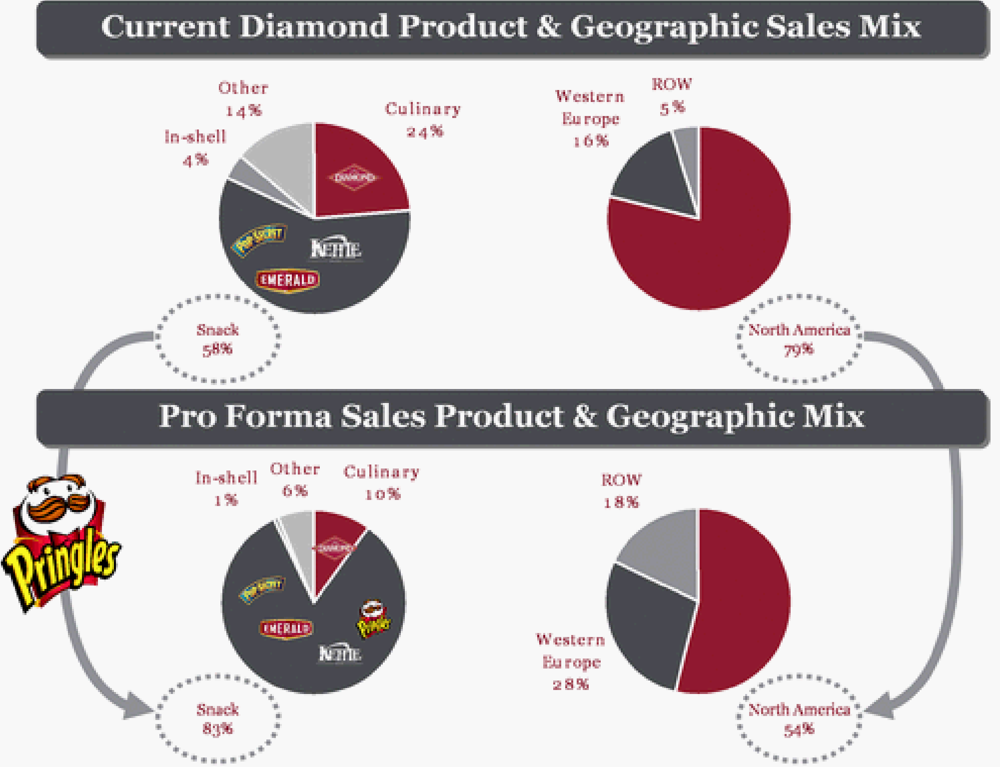
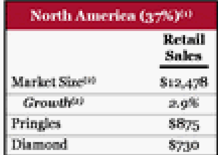
Strengthened Product & Geographic Portfolio Mix

- On a pro forma basis, Diamond will have 83% of sales in the attractive, growth snack category
- Transaction also transforms Diamond into a truly global company
- Provides customer relationships and infrastructure in high-growth developing markets



Note: Pro forma for 2011 fiscal year .
Source: Companies Estimates.

Provides Enhanced Global Reach & World Class Infrastructure



North America (37%)[1]	Retail Sales
Market Size[2]	$12,478
Growth[2]	*2.9%*
Pringles	$875
Diamond	$730

UK (14%)[1]	Retail Sales
Market Size[2]	$3,918
Growth[2]	*1.7%*
Pringles	$337
Diamond	$170

ROWE (22%)[1][4]	Retail Sales
Market Size[2]	$6,811
Growth[2]	*3.8%*
Pringles	$525
Diamond	$5

CEEMEA (6%)[1]	Retail Sales
Market Size[2]	$3,701
Growth[2]	*6.8%*
Pringles	$132
Diamond	--

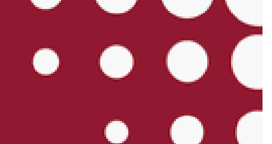
Latin America (4%)[1]	Retail Sales
Market Size[2]	$4,762
Growth[2]	*11.1%*
Pringles	$102
Diamond	--

Asia (17%)[1]	Retail Sales
Market Size[2]	$14,693
Growth[2]	*4.2%*
Pringles	$392
Diamond	--

Provides access to the fastest growing markets with significant growth opportunities

Source: Euromonitor - $ in Millions. Chips / Crisps represents potato chips and extruded snacks. Total Diamond actual sales (captures potato chips, popcorn & snack nuts).
(1) Percent of Pringles Total Savory Snack retail sales.
(2) Potato Chips and Extruded Snacks 2009 market size $ in millions and Projected Growth 2010 – 2015 CAGR.
(3) Current plan to add local manufacturing in Brazil.
(4) Remainder of Western Europe.

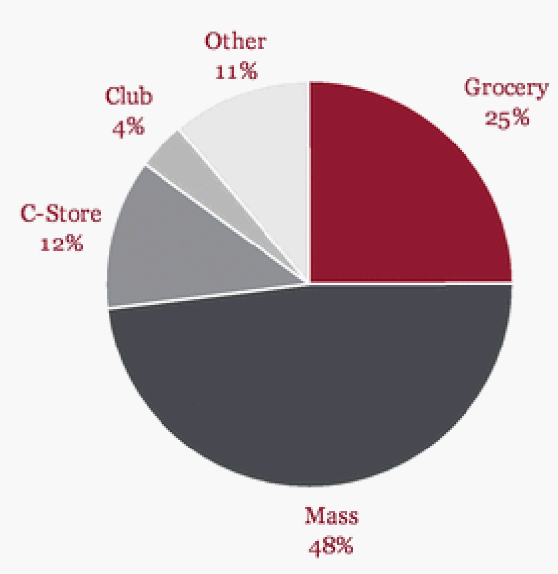
Increases Scale and Leverages Diamond's Existing Infrastructure



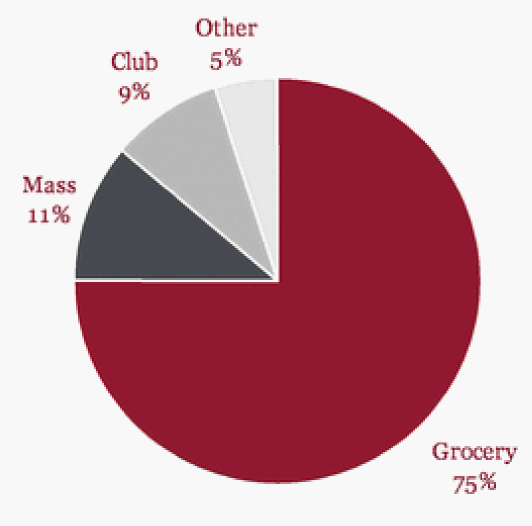
Go-To-Market	▪ More than half of Pringles revenues in markets where Diamond has existing go-to-market teams ▪ Adds premium brand to Diamond snack portfolio, increasing relevance to retail buyers
Marketing & Brand Support	▪ Expands current offering for snack consumers ▪ Complementary brand portfolio creates greater scale and efficiency for consumer support
Manufacturing & Supply Chain	▪ Enhances scale and leverage in purchasing and distribution ▪ Ability to leverage product, package and process technology and innovation
Corporate Infrastructure	▪ Opportunity to leverage and enhance Diamond corporate functions ▪ Ability to move Pringles onto Diamond's existing ERP system enhancing efficiency

Diversifies Retail Channel Mix

Pringles Channel Mix

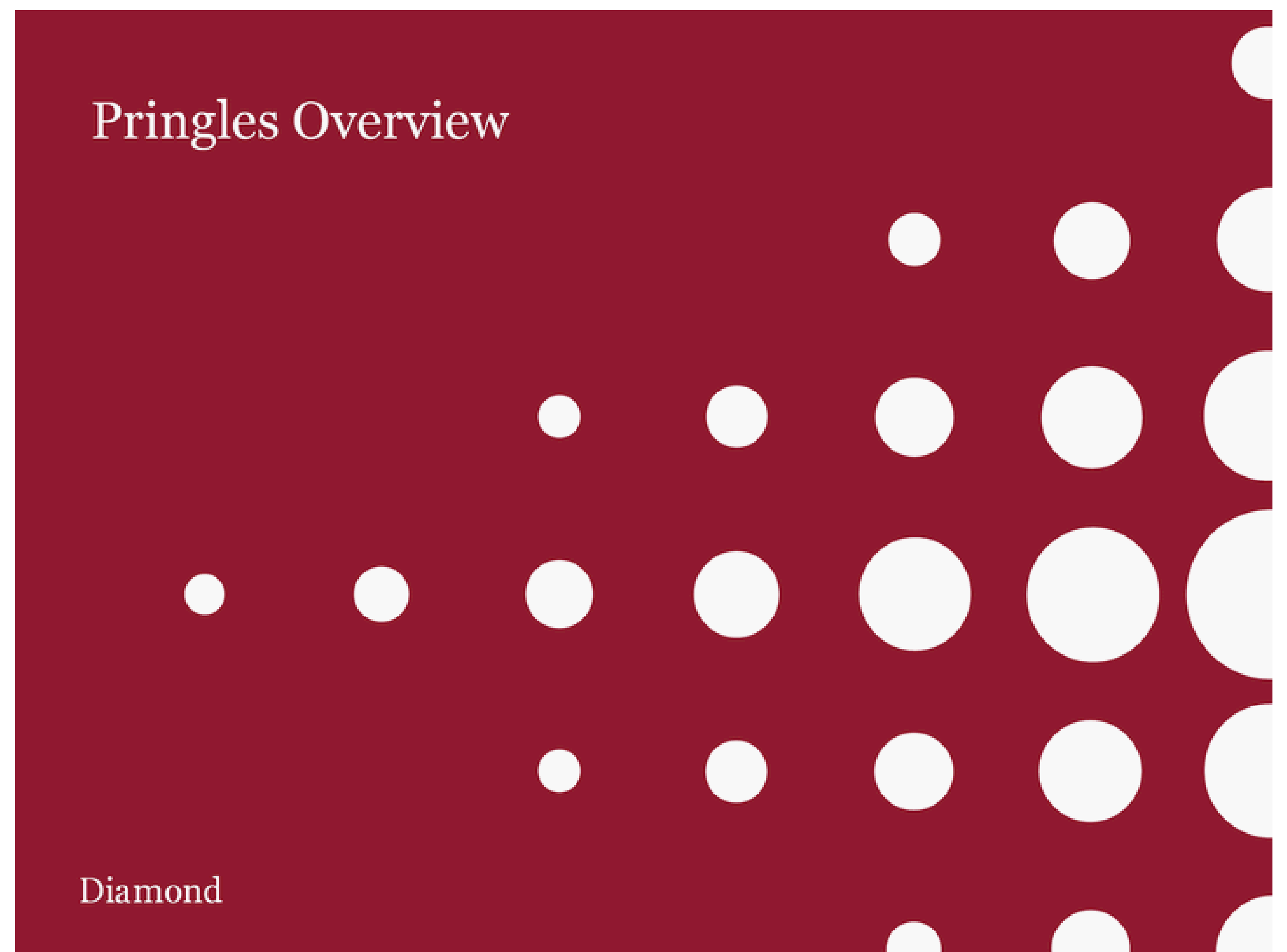


Diamond Snack Channel Mix Today



Opportunity to bring enhanced focus and execution to the Pringles brand in grocery

Source: (Pringles) Corporate Consumer Market Knowledge (CMK), Diamond estimates


Pringles Overview
Diamond

Pringles Highlights

- Pringles is an iconic $1.4 billion dollar global snack brand with strong consumer equity
  - #2 Global potato chip & crisp company[1]
  - Attractive and balanced geographic profile with presence in 140 countries
- Product portfolio includes the core Pringles potato crisps in a canister, product line extensions featuring different compositions and flavors and Pringles "Stix", a recently introduced cracker stick
- Proprietary manufacturing process and packaging
- Highly complementary ambient storage warehouse delivered distribution system

Core

% of Total Sales: ~90%

Product Type: Original, Traditional Flavors

Extensions

% of Total Sales: ~7%

Product Type: Fat-Free, Light, X-TREME

Stix

% of Total Sales: ~3%

Product Type: Cracker Sticks

Source: Euromonitor 2009 and Company estimates.
(1) Includes Potato Chips and Extruded Snacks as per Euromonitor.

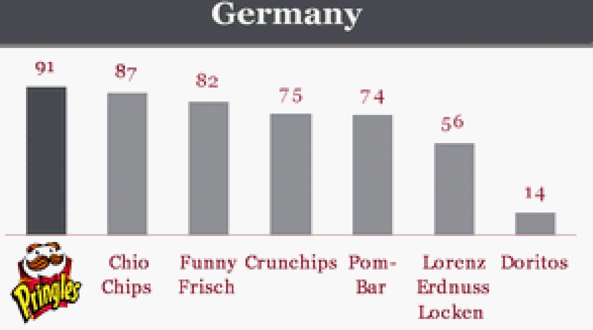
Leader in Brand Awareness: Pringles' Top 3 Sales Countries

United States

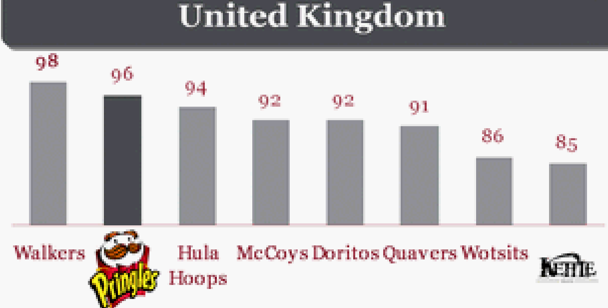
96 96 95 92 90 80 67 59

Pringles Lays Doritos Ruffles Goldfish Sun Chips Kettle Lays Stax

Germany



United Kingdom



$2 billion invested in brand building over the past decade has contributed to Pringles awareness and strength

Note: Aided brand awareness.

Strong Equity in the Social Media Space

Highlights

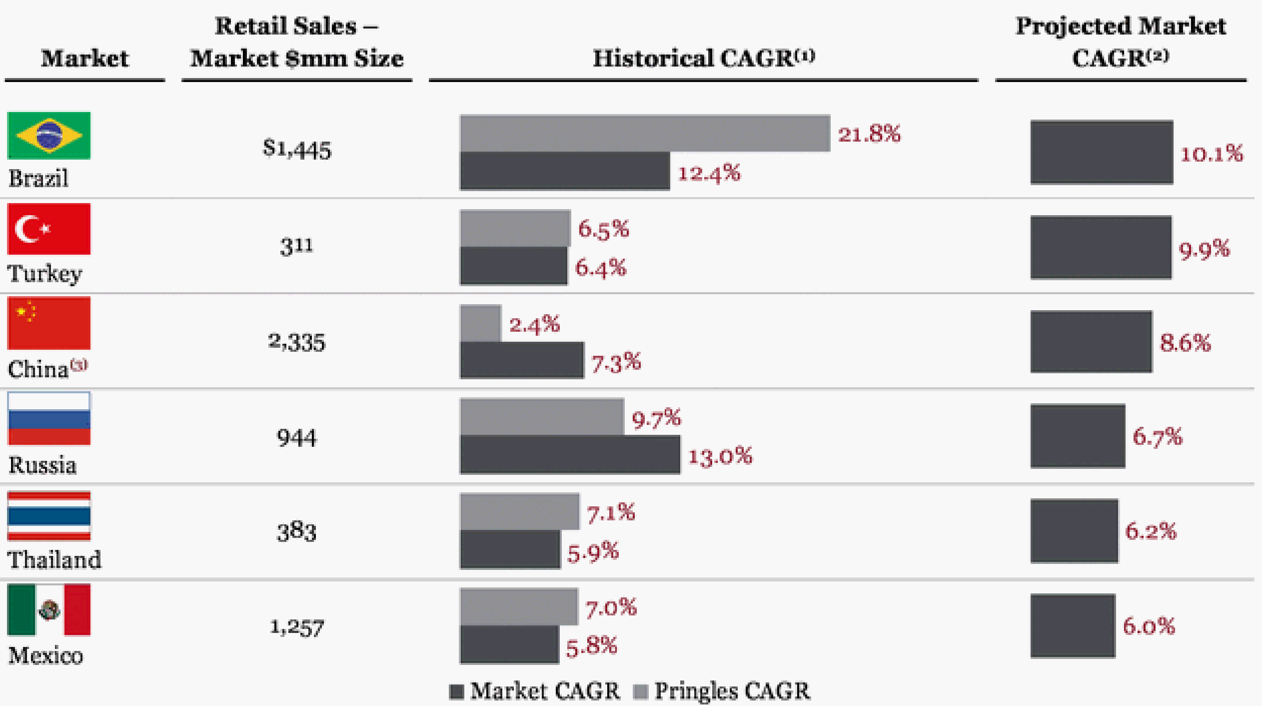
- Top 10 global brand on Facebook joining other iconic brands such as Coca-Cola, Starbucks and Disney
  - Nearly 11 million likes
  - 70 -100 wall posts per day
- Allows for user interaction and posting of material, giving users the chance to spread the brand to friends
- 70 tweets per hour
- Highlights fan created videos for increased brand interaction
- Addresses fan questions by replying to fans' posts in multiple languages

Facebook & Twitter Posts

- Amo Las Pringles ♥
  I Love Pringles ♥
- Summer tunes and Pringles. Niiiice
- Ich liebe Pringles, die machen süchtig ;-)
- Dear Pringles, I cannot fit my hand inside your tube of deliciousness. Love, me.
- Son Riquisímas las Pringles
- Nothing like munching Pringles while lazing on a beach B-)
- Is it really desperate of me to catch the bus to the corner store for Pringles?
- MVC – Most Valuable Chips!!!

facebook

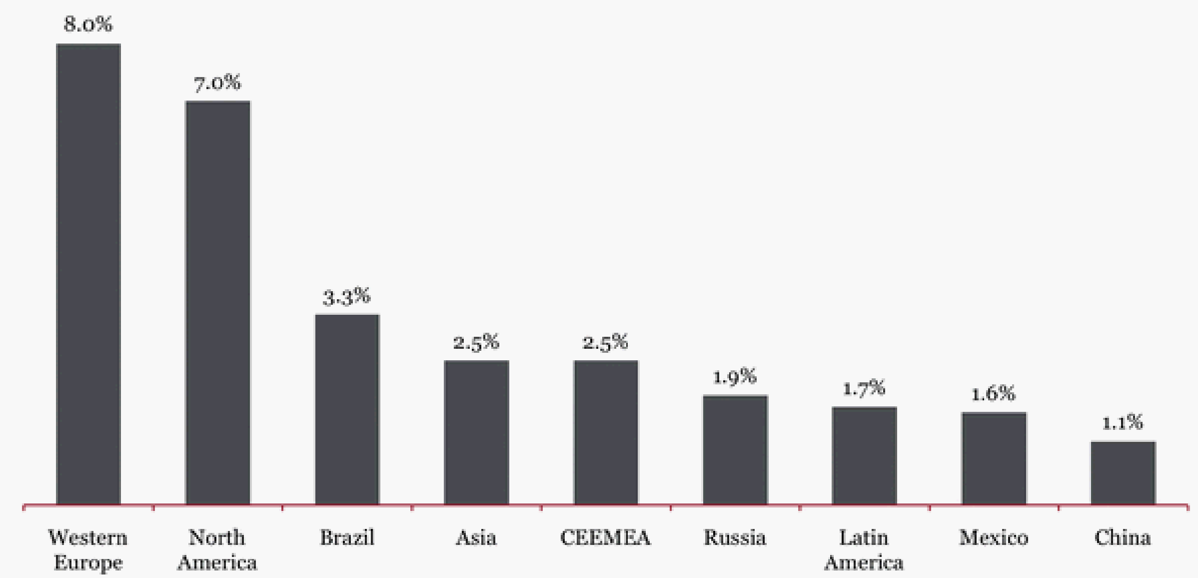
Access to High-Growth Developing Markets



Source: Euromonitor Potato Chips and Extruded Snacks.
(1) Historical CAGR from 2004 –2009.
(2) Projected CAGR from 2010 – 2015.

Opportunity to Increase Regional Share

Pringles Market Share by Region



Opportunity to increase share in high growth developing markets

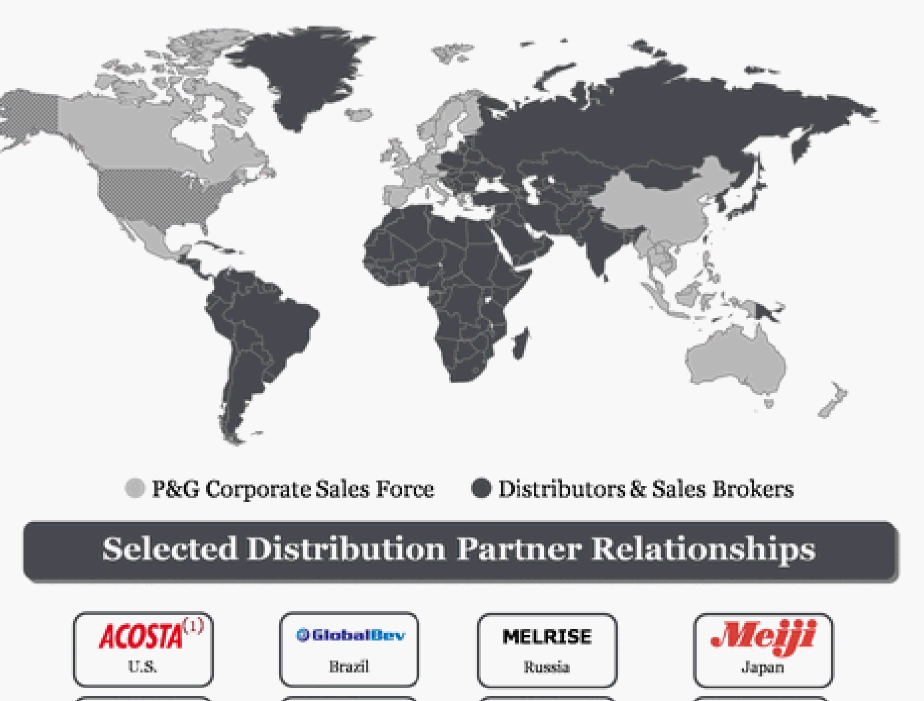
Source: Euromonitor 2009. Represents the dollar share of potato chip and extruded snacks category.

Long Track Record of Product Innovation

- Dedicated R&D team of 75+ employees
- 4 main functions
  - Product Research: Consumer studies & testing
  - Formula Design: Product formulation and development
  - Process Development: Application of new products on the production lines, local production lines and efficiencies
  - Packaging: New size offerings and material designs

Strong Global Distribution Network

- Long term relationships with key distributors around the world
- Scaleable model for future expansion
- Provides significant flexibility and enhanced market access



(1) Utilizing Acosta in the food channel.

Best in Class Global Manufacturing Capabilities

- **Two state-of-the-art manufacturing facilities**
  - Highly efficient & automated
  - Maximum flexibility and capabilities
- **"Local Investment Line" sites with reduced capital investment requirements**
  - Improves time to market
  - Reduces exchange rate risk and eliminates import duties in emerging regions
  - Lowers distribution expense

High-Speed Facilities   Local Investment Line Facilities (1)

(1) Currently planning to develop Local Investment Lines in Brazil.

Ability to Efficiently Customize Flavors and Packaging by Geographic Region

- Crisps are cut and roasted before seasoning
- Once cooled, the crisps are seasoned
- 2 step process allows for flavors tailored to local markets
- Seasoned crisps are transferred through the line and placed into cans
- Ability to easily change can label to promote a custom item

North America

- Cajun Sweet BBQ
- Buffalo Wing
- Onion Blossom
- Dill Pickle
- Mozzarella Sticks & Marinara

Europe

- Paprika
- Curry
- Sea Salt and Black pepper
- Prawn Cocktail
- Kebab

Latin America

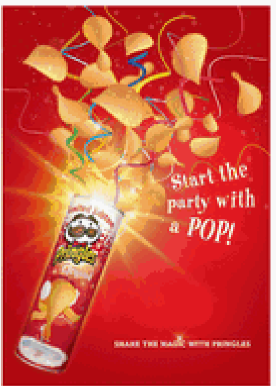
- Jalapeño
- Flamin Chilli Sauce
- Lime
- Smokin Ribs
- Bacon

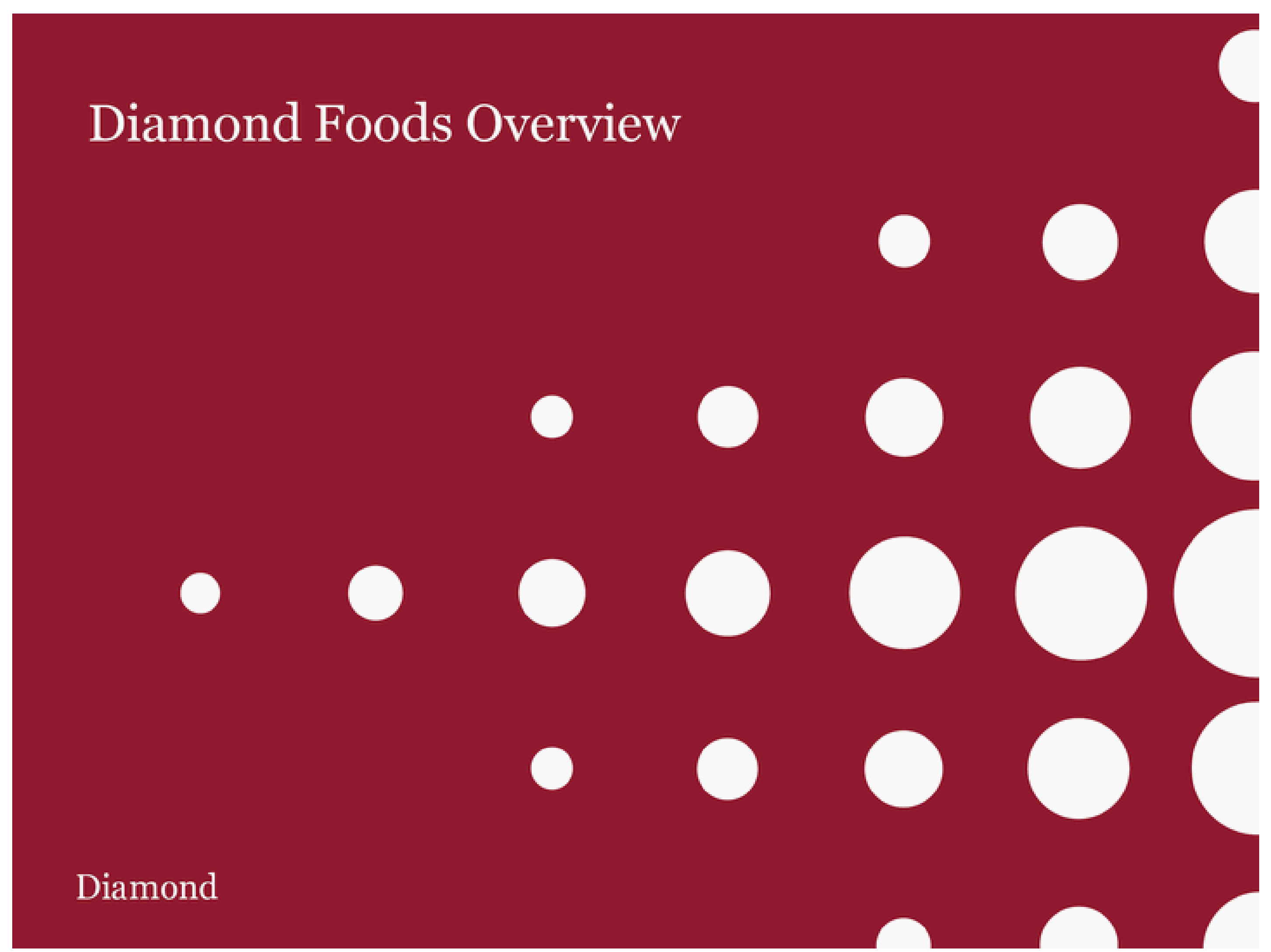
Asia

- Shrimp
- Seaweed
- Salt and Pepper
- Crab
- Crispy Chicken

Pringles manufacturing process allows for significant flexibility

Innovative Marketing Campaigns





Diamond Foods Overview
Diamond

Transformation into a Branded Snack Player

- #1 brand in culinary nuts
- Introduced full culinary line in 1993 - Today category leader with market share 10x the next largest brand
- Built brand equity through focus, innovation and investment

- Created new snack nut brand in 2004
- Fastest growing major brand in snack nuts
- More than doubled market share in last 3 years

- Increased scale with snack buyer and in snack aisle
- Non-core brand under prior owner
- Increased share and scale in snack aisle
- Margin and EPS accretive

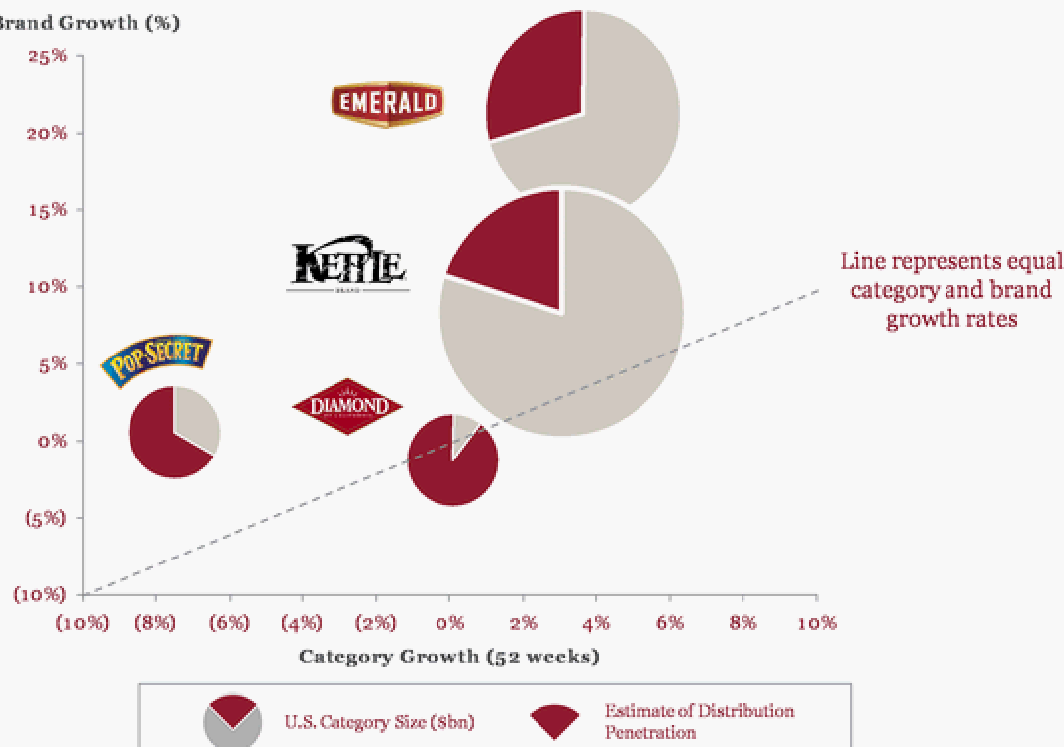
- Added fast-growing premium snack brand
- Established international snack platform
- Increased share and scale in snack aisle
- Margin and EPS accretive

History of gaining market share through focus and innovation

Expertise in successfully acquiring & integrating branded snack players

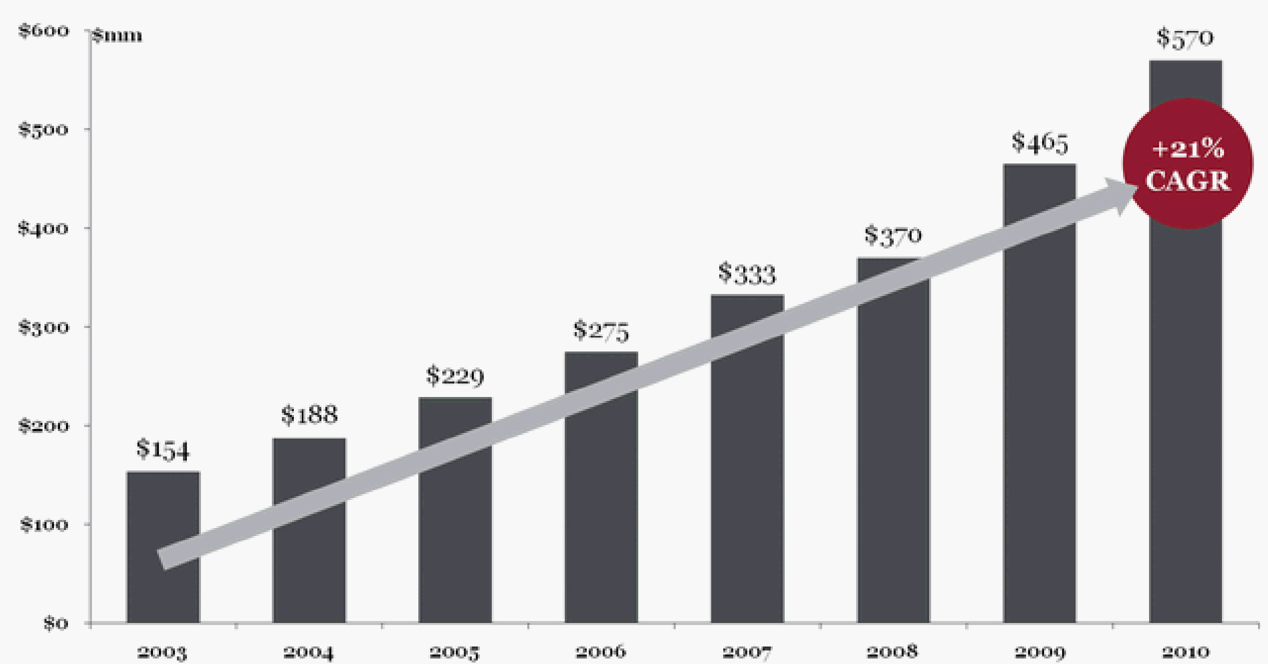
Source: A.C. Nielsen. U.S. Grocery and FDMx; Diamond estimates.

Significant Runway Available in Current Diamond Portfolio

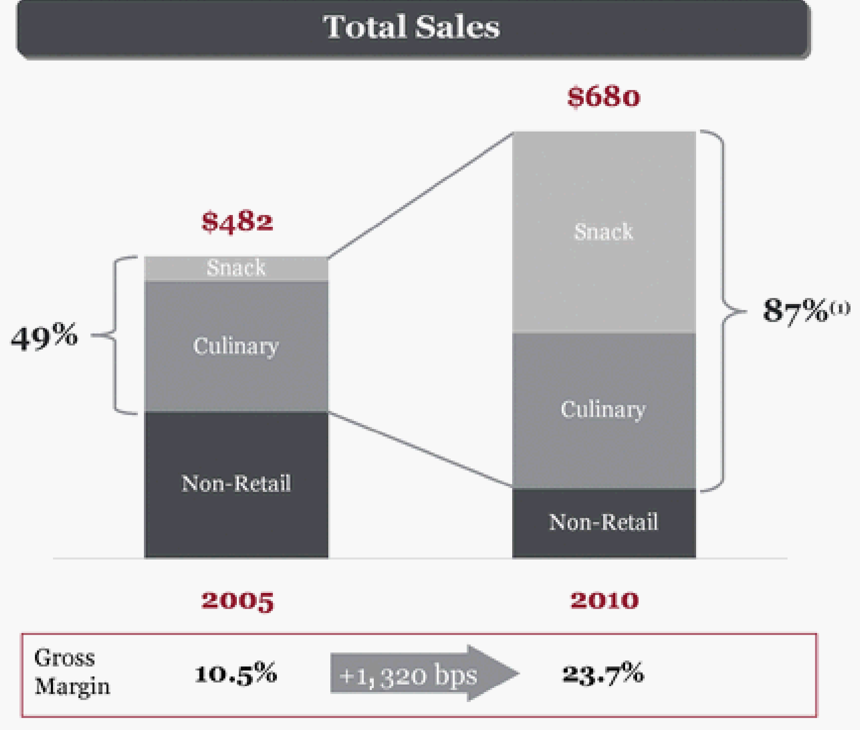


Source: Nielsen U.S. FDMx 52 weeks ending February 19, 2011 for Emerald and Pop Secret; Nielsen U.S. Grocery 52 weeks ending February 19, 2011 for Diamond and Kettle. Euromonitor. Diamond estimates.

Diamond's Current Global Reach
International Sales
2009: ~10%
2011: >20%
Iceland
Netherlands
Germany
Turkey
England
Canada
Spain
Italy
Israel
China
Korea
Japan
Mexico
Caribbean
India
Taiwan
Thailand
Vietnam
Brazil
Singapore
Australia
Sales
Sourcing
Sales to over 100 countries with global sourcing expertise
31


Diamond's History of Strong Retail Growth
22 of 24 Quarters with Year-Over-Year Growth in Retail Sales
$mm
$600
$500
$400
$300
$200
$100
$0
$154
$188
$229
$275
$333
$370
$465
$570
+21% CAGR
2003
2004
2005
2006
2007
2008
2009
2010
32

Diamond's Improved Product Mix Building Profitable Platform

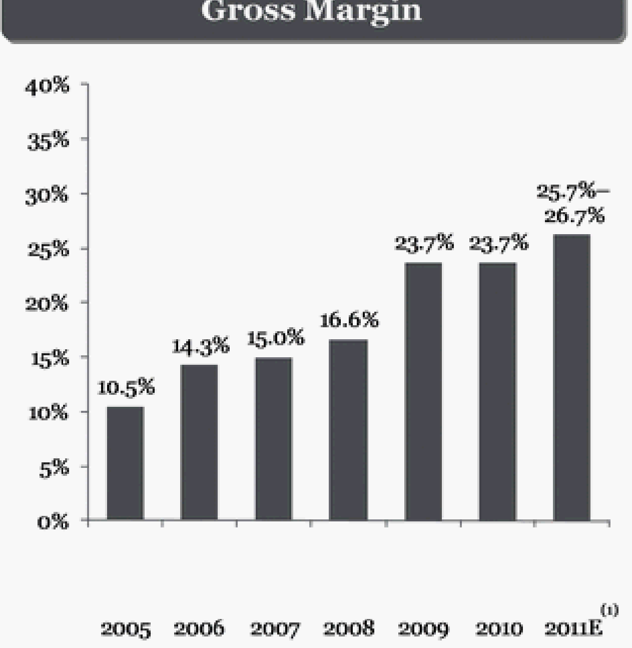


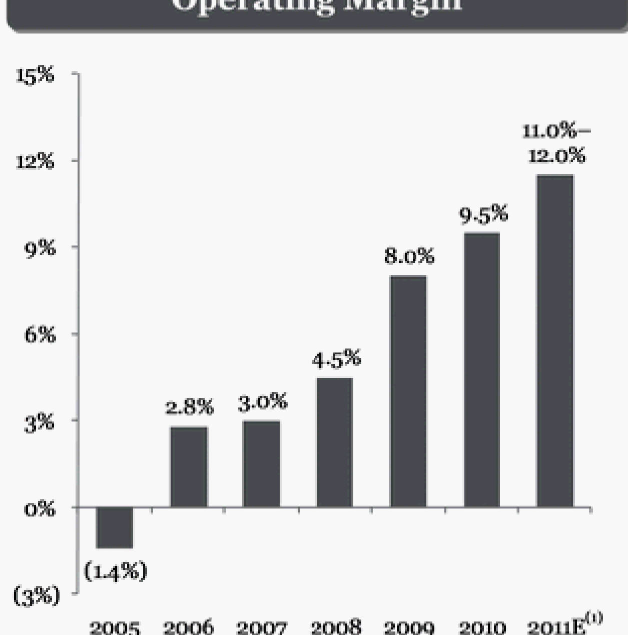
- Optimizing Product Mix
- Expanding Distribution
- Strategic Acquisitions
- Leveraging Scale

Note: Culinary segment includes sales of In-shell segment.

(1) 1H 2011.

History of Margin Expansion





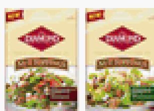
Note: 2005 Results Pre-IPO.

(1) Guidance range as presented on March 8, 2011.

Culture of Product Innovation

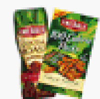
Diamond

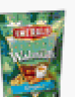
- Recipe ready formats
- Nut Toppings
- Patented Glazed Process

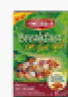


Emerald

- Patented Glazed Process
- Patent-pending Cocoa and Cinnamon Roast Process
- Proprietary, on-the-go packaging
- Sweet and Salty
- Breakfast on the go!







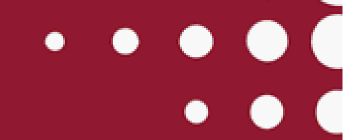
Pop-Secret

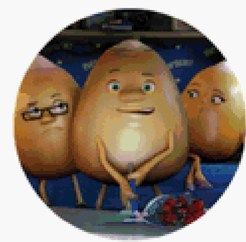
- Jumbo Kernels
- Patented Salt Application
- Magic Colors

Kettle

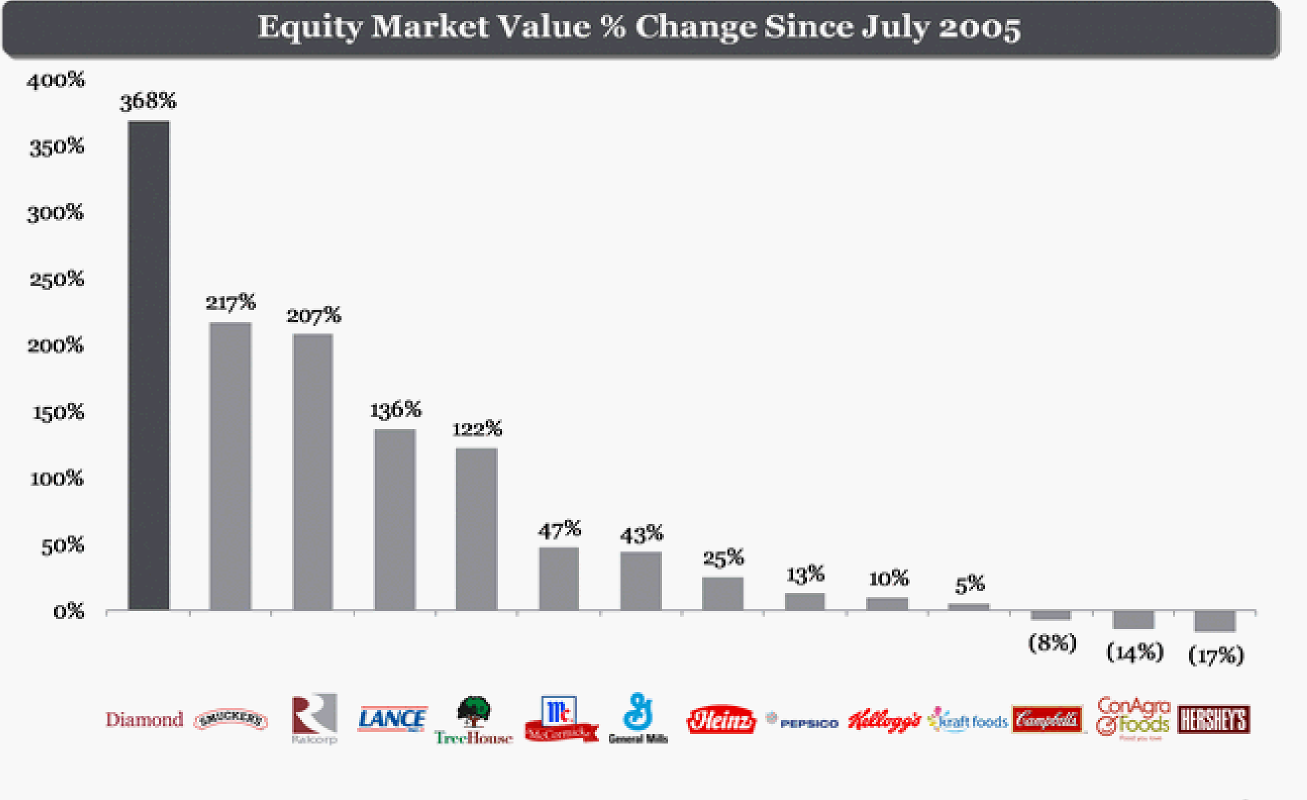
- Krinkle Cut
- Reduced Fat
- Kettle Baked
- Ridge Crisps
- TIAS!

History of Brand Building

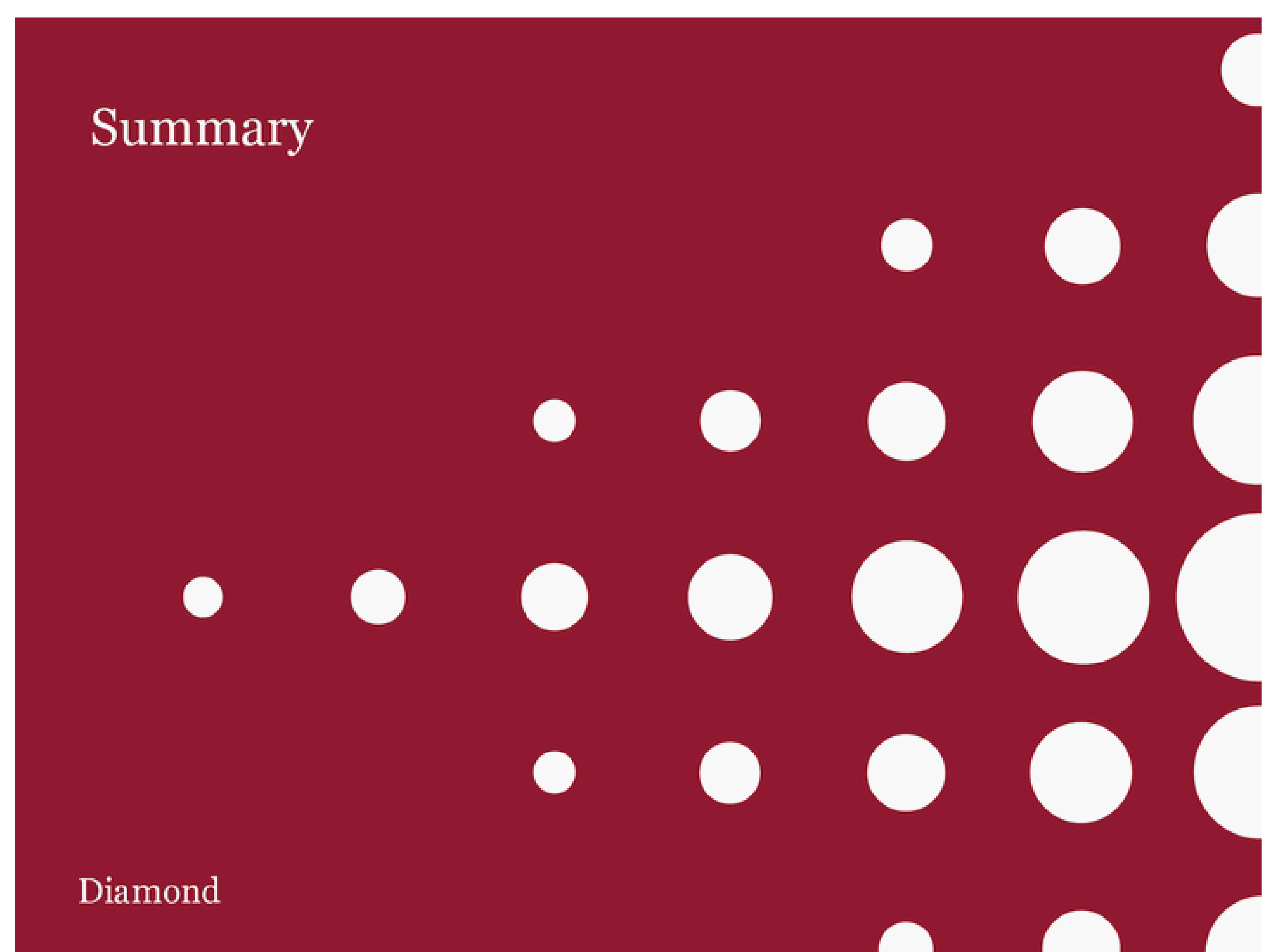




Advertising	Media	Sponsorships	Content	Retail
Television	Super Bowl XLIV	Movie Sponsorships	Websites	Point of Purchase
Print	ABC • USA	ING NYC Marathon	Books	Coupons
Outdoor	ESPN • TNT	Emerald Final Five	Online Video	Holiday Packaging
Online	TBS • A&E	U.S. Olympic Team	Magazines	In-store Promotion



Superior Value Creation
Equity Market Value % Change Since July 2005
400%
350%
300%
250%
200%
150%
100%
50%
0%
368%
217%
207%
136%
122%
47%
43%
25%
13%
10%
5%
(8%)
(14%)
(17%)
Diamond
SMUCKER'S
Ralcorp
LANCE
TreeHouse
McCormick
General Mills
Heinz
PEPSICO
Kellogg's
kraft foods
Campbell's
ConAgra Foods
HERSHEY'S
37
Source: FactSet July 21, 2005 to March 21, 2011.


Summary
Diamond

The Strength of the New Diamond Foods

- Significantly enhanced scale, financial profile and cash flow generation
- Diamond will be the #1 pure play global snack food company
- Improved product & geographic mix
- Enables greater access to high-growth developing markets
- Highly complementary best-in-class manufacturing and supply chain platform
- Leverages existing go-to-market infrastructure in the two largest potato chip markets
- Further diversifies retail customer base which allows for enhanced access and leverage
- Multiple growth opportunities through the combined brand platform

Diamond

The combination creates a solid foundation for continued growth and strengthens both Pringles and Diamond's snack brands

Source: Euromonitor 2009 Global Sweet & Savory Snacks Category.

Financial Targets

	Fiscal Year Ending July 31			
	Diamond Historical and Current Guidance			
	2009	2010	2011 Guidance [1]	2012 Combined Company [2]
Total Net Sales	$571M	$680.2M	$925-$950M	$1,800M - $1,900M
EBITDA	$61M	$85M	$138-$143M	$300M - $310M
EBITDA Margin	11%	13%	~ 15%	16 - 17%
EPS	$1.47	$1.91	$2.45 - $2.51	$3.00 - $3.10

(1) Guidance provided on March 8, 2011.
(2) Assuming calendar 2011 year end close (seven months of Pringles results), no exercise of collar, excluding transaction-related costs, $25 million in synergies.

Investment Highlights
Market-Leading Brands
Large, Rapidly Growing Markets
Track Record of Successful Organic & Acquisition Growth
Diamond
Expanding Profitability
Product, Channel and Geographic Diversification
Innovative Product Development, Packaging and Promotions
DIAMOND OF CALIFORNIA
EMERALD
POP·SECRET
KETTLE BRAND
Pringles
41

Exhibit 99.2

Diamond Foods to Merge P&G's Pringles Business into the Company

Accretive combination makes Diamond the number two global player in savory snack category

SAN FRANCISCO, CA and CINCINNATI, OH (April 5, 2011) — Diamond Foods , Inc. (NASDAQ: DMND) and The Procter & Gamble Company (NYSE: PG) today announced the signing of a definitive agreement to merge the Pringles business ("Pringles") into Diamond Foods in a transaction valued at $2.35 billion.

"Pringles is an iconic, billion dollar snack brand with significant global manufacturing and supply chain infrastructure," said Michael J. Mendes, Chairman, President and CEO of Diamond Foods. "Our plan is to build upon the brand equity Pringles has established in over 140 countries. This strategic combination will create an independent, global leader in the snack industry with a focus on quality and innovative products. Not only is this combination immediately accretive, it also creates a platform that we believe will allow us to build shareholder value for years to come."

"We are confident Diamond Foods will be an excellent new home for our Snacks employees," said Bob McDonald, Chairman of the Board, President and Chief Executive Officer of P&G. "This is also a terrific deal for our shareholders — maximizing value and minimizing earnings per share dilution."

Pringles ® is the world's largest potato crisp [1] brand with sales in over 140 countries and manufacturing operations in the U.S., Europe and Asia. The global, iconic brand has been built over 45 years with a combination of proprietary products, unique package design and significant advertising investment. Pringles will join Diamond's dynamic portfolio of brands, which includes Diamond of California ® and Emerald ® nuts, Pop Secret ® microwave popcorn and Kettle Brand ® potato chips, creating a premium snack-focused company with total revenues of approximately $2.4 billion.

The combination will more than triple the size of Diamond's snack business and:

- Increase scale in U.S. grocery, mass merchandise, drug and convenience channels to gain greater merchandising and distribution influence;
- Leverage Diamond's sales and distribution infrastructure through a more than doubling of snack sales in the U.S. and U.K., which are Pringles' two largest markets;

- Gain a broader global manufacturing and supply chain platform, with access into key growth markets around the world, including Asia, Latin America and Central Europe;
- Increase Diamond's geographic diversity, with international sales accounting for approximately 49 percent of total revenues on a pro forma basis.

Diamond Foods has a history of building, acquiring and energizing brands through product and package innovation, efficient distribution and brand investment. The Company's total revenues have doubled and earnings per share (EPS) have grown more than four-fold in the past five years [2] .

Diamond of California brand has grown from a single product offering to a full line of culinary nuts over the past decade. Today, Diamond is the category leader with a market share ten times larger than the nearest branded competitor [3] . Emerald, which was launched in 2004, is the fastest growing and second largest brand in the snack nut category. In 2008, the Company acquired and successfully integrated Pop Secret microwave popcorn, and by revitalizing the brand, Diamond has gained over 350 basis points of market share to 26 percent today [3] . In 2010, the Company acquired Kettle Brand potato chips and has fueled double-digit organic growth in its first year of ownership while investing in new products and operational infrastructure.

Financial Benefit for Diamond Foods Shareholders

Assuming Pringles had been owned for all of fiscal year 2011, the combined company would be expected to deliver the following estimated financial results on a pro forma basis for fiscal year 2011:

- Net sales of approximately $2.4 billion;
- Double-digit accretion to earnings per share (EPS), excluding merger and integration costs;
- Estimated earnings before interest, taxes, depreciation and amortization (EBITDA), including $25 million in synergies, of approximately $398 million to $410 million.

For fiscal year 2012, Diamond anticipates strong growth in its core business, with EPS of $2.85 to $2.98 per share on a standalone basis, an increase of 15 percent to 20 percent from the midpoint of its fiscal 2011 guidance range, which represents a 30 percent increase over 2010 EPS.

Combined results for Diamond plus the Pringles business for fiscal year 2012 will depend on the actual closing date of the transaction. Assuming the transaction closes by the end of calendar 2011, seven months of Pringles performance would be included in the following expected results:

- Fiscal 2012 total net sales are estimated to be approximately $1.8 billion;
- Fiscal 2012 EPS, before costs associated with the transaction and integration, are estimated to range from $3.00 to $3.10 per share, which reflects EPS accretion of 12 to 15 cents per share

The transaction is expected to significantly increase cash flow and accelerate the de-levering of Diamond's balance sheet. Pro forma leverage at closing is projected to be below four times EBITDA, and projected to drop below three times at the end of fiscal 2013. Cash flow after brand investments and capital expenditures is expected to approach $200 million in the first full fiscal year after closing the merger.

Financial Value for P&G Shareholders

The tax—efficient deal structure maximizes value for P&G shareholders and minimizes annual earnings dilution. The transaction will result in a one-time earnings increase for P&G of approximately $1.5 billion after tax or approximately $0.50 per share. P&G expects only modest EPS dilution of $0.02 to $0.04 on an annualized basis. The stock exchange with Diamond will reduce outstanding P&G shares, partially offsetting the Pringles earnings impact. Updated financial impacts will be provided when the transaction is completed.

Transaction Details

P&G expects the separation to occur through a "split-off" transaction in which P&G shareholders can elect to participate in an exchange offer to exchange P&G shares for shares of Diamond. Under the terms of a split-merge agreement, P&G will establish a separate entity to hold the Pringles business, which will be distributed to electing P&G shareholders in a tax-efficient transaction with a simultaneous merger with Diamond. This "Reverse Morris Trust" transaction has been approved by the boards of both companies. We expect to finalize the details of this transaction in the coming months.

The value of the transaction is $2.35 billion, comprising $1.5 billion in Diamond common stock, consisting of 29.1 million shares for approximately 57 percent of the outstanding shares of the combined company, and the assumption of $850 million of Pringles debt. Diamond's existing shareholders would continue to own approximately 43 percent of the combined company.

The parties have also agreed to a collar mechanism that would adjust the amount of debt assumed by Diamond based upon Diamond's stock price during a trading period prior to the commencement of the Exchange Offer. The amount of debt to be assumed by Diamond could increase by up to $200 million or decrease by up to $150 million based on this adjustment mechanism.

Diamond expects to incur one-time costs of approximately $100 million related to the transaction over the next two years. P&G also will provide Diamond transition services for up to 12 months after closing.

Leadership, Approvals and Timing

The combined business will be managed by Diamond's executive team and board of directors, led by Michael J. Mendes, Chairman, President and CEO. The company's headquarters will remain in San Francisco, California.

The transaction is subject to approval by Diamond shareholders and the satisfaction of customary closing conditions and regulatory approvals. The transaction is expected to be completed by the end of calendar 2011.

Conference Call

Diamond Foods and Procter & Gamble will host an investor conference call and web cast this morning, April 5, 2011, at 8:30 a.m. Eastern Time to discuss the transaction. To participate in the call via telephone, dial 1-888-820-9418 from the U.S./Canada or 1-913-312-0668 in the rest of the world and enter a confirmation code of 9788-268. In order to listen to the call over the internet, visit Diamond Foods' website at www.diamondfoods.com and select "Investor Relations" or Procter & Gamble's website at www.pg.com/investors.

Archived audio replays of the call will be available on the Diamond Foods' website or via telephone. The latter will begin at 11:30 a.m. Eastern Time on April 5, 2011 and remain available through 11:30 a.m. Eastern Time on April 12, 2011. It can be accessed by dialing 1-888-203-1112 from the U.S./Canada or 1-719-457-0820 elsewhere. Both phone numbers require the conference code listed above.

A P&G conference call will begin at 10:00 a.m. Eastern Time. To participate in the call from the United States, please dial 1-866-783-2141 from the U.S. or 1-857-350-1600 internationally. The Conference ID or Passcode is 934 360 5. A webcast of the call can also be accessed from P&G's website at www.pg.com/investors . Following the conclusion of the call, a replay of the webcast will be available within 24 hours at the Company's website.

To receive email notification of future press releases from Diamond Foods, please visit **http://investor.diamondfoods.com** and select "email alerts."

Sources and notes: [1] Defined by Euromonitor as extruded snacks; [2] Calculated using 2006 as base and mid-point of Diamond's guidance ranges for 2011; [3] Nielsen U.S. Grocery 52 weeks ended February 19, 2011.

About Diamond Foods

Diamond Foods is an innovative packaged food company focused on building, acquiring and energizing brands including The Kettle Brand ®, Diamond of California ®, Emerald ®, and Pop Secret ®. The Company's products are distributed in a wide range of stores in North America as well as Europe.

About Procter & Gamble

Four billion times a day, P&G brands touch the lives of people around the world. The company has one of the strongest portfolios of trusted, quality, leadership brands, including Pampers, Tide, Ariel, Always, Whisper, Pantene, Mach3, Bounty, Dawn, Gain, Charmin, Downy, Lenor, Iams, Pringles, Crest, Oral-B, Duracell, Olay, Head & Shoulders, Wella,

Gillette, Braun and Fusion. The P&G community includes approximately 127,000 employees working in about 80 countries worldwide. Please visit http://www.pg.com for the latest news and in-depth information about P&G and its brands.

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P&G: Jennifer Chelune
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Note regarding forward-looking statements

This release contains forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995, including projections of Diamond's and the combined company's results and the expected benefits of the transaction. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties. Actual results could differ materially from projections made in this release. Some factors that could cause actual results to differ from our expectations include the timing of closing the transaction and the possibility that the transaction is not consummated, risks of integrating acquired businesses and entering markets in which we have limited experience, availability and pricing of raw materials, impact of additional indebtedness, loss of key suppliers, customers or employees, and an increase in competition. A more extensive list of factors that could materially affect our results can be found in Diamond's periodic filings with the Securities and Exchange Commission ("SEC"). They are available publicly and on request from Diamond's Investor Relations department.

For all items which relate to P&G and/or the combined business, all statements, other than statements of historical fact included in this release, are forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are based on financial data, market assumptions and business plans available only as of the time the statements are made, which may become out of date or incomplete. We assume no obligation to update any forward-looking statement as a result of new information, future events or other factors. Forward-looking statements are inherently uncertain, and investors must recognize that events could differ significantly from our expectations. In addition to the risks and uncertainties noted in this release or presentation, there are certain factors that could cause actual results for any quarter or annual period to differ materially from those anticipated by some of the statements made. These include: (1) the ability to achieve business plans, including growing existing sales and volume profitably despite high levels of competitive activity and an increasing volatile economic environment, especially with respect to the product categories and geographical markets (including developing markets) in which the Company has chosen to focus; (2) the ability to successfully manage ongoing acquisition and divestiture activities to achieve the cost and growth synergies in accordance with the stated goals of these transactions without impacting the delivery of base business objectives; (3) the ability to successfully manage ongoing organizational changes designed to support our growth strategies, while successfully identifying, developing and retaining key employees, especially in key growth markets where the depth of skilled employees is limited; (4) the ability to manage and maintain key customer relationships; (5) the ability to maintain key manufacturing and supply sources (including sole supplier and plant manufacturing sources); (6) the ability to successfully manage regulatory, tax and legal requirements and matters (including product liability, patent, intellectual property, and tax policy), and to resolve pending matters within current estimates; (7) the ability to resolve the pending competition law inquiries in Europe within current estimates; (8) the ability to successfully implement, achieve and sustain cost improvement plans in manufacturing and overhead areas, including the Company's outsourcing projects; (9) the ability to successfully manage currency (including currency issues in certain countries, such as Venezuela, China and India), debt, interest rate and commodity cost exposures and significant credit or liquidity issues; (10) the ability to manage continued global political and/or economic uncertainty and disruptions, especially in the Company's significant geographical markets, as well as any political and/or economic uncertainty and disruptions due to a global or regional credit crisis or terrorist and other hostile activities; (11) the ability to successfully manage competitive factors, including prices, promotional incentives and trade terms for products; (12) the ability to obtain patents and respond to technological advances attained by competitors and patents granted to competitors; (13) the ability to successfully manage increases in the prices of raw materials used to make the Company's products; (14) the ability to stay close to consumers in an era of increased media fragmentation; (15) the ability to stay on the leading edge of innovation and maintain a positive reputation on our brands; and (16) the ability to rely on and maintain key information technology systems, including the transition of our ordering, shipping and billing systems in North America and Western Europe to a new system. For additional information concerning factors that could cause actual results to materially differ from those projected herein, please refer to P&G's most recent 10-K, 10-Q and 8-K reports.

Additional Information

In connection with the proposed transaction between Diamond and P&G, Diamond will file a registration statement on Form S-4 with the SEC. This registration statement will include a proxy statement of Diamond that also constitutes a prospectus of Diamond, and will be sent to the shareholders of Diamond. Shareholders are urged to read the proxy statement/prospectus and any other relevant documents when they become

available, because they will contain important information about Diamond, Pringles and the

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proposed transaction. The proxy statement/prospectus and other documents relating to the proposed transaction (when they are available) can be obtained free of charge from the SEC's website at www.sec.gov. The documents (when they are available) can also be obtained free of charge from Diamond upon written request to Diamond Foods, Inc., Investor Relations, 600 Montgomery Street, San Francisco, California 94111 or by calling (415) 445-7425, or from P&G upon written request to The Procter & Gamble Company, Shareholder Services Department, P.O. Box 5572, Cincinnati, Ohio 45201-5572 or by calling (800) 742-6253.

This communication is not a solicitation of a proxy from any security holder of Diamond. However, P&G, Diamond and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from shareholders in connection with the proposed transaction under the rules of the SEC. Information about the directors and executive officers of Diamond Foods, Inc. may be found in its 2010 Annual Report on Form 10-K filed with the SEC on October 5, 2010, and its definitive proxy statement relating to its 2011 Annual Meeting of Shareholders filed with the SEC on November 26, 2010. Information about the directors and executive officers of The Procter & Gamble Company may be found in its 2010 Annual Report on Form 10-K filed with the SEC on August 13, 2010, and its definitive proxy statement relating to its 2010 Annual Meeting of Shareholders filed with the SEC on August 27, 2010.