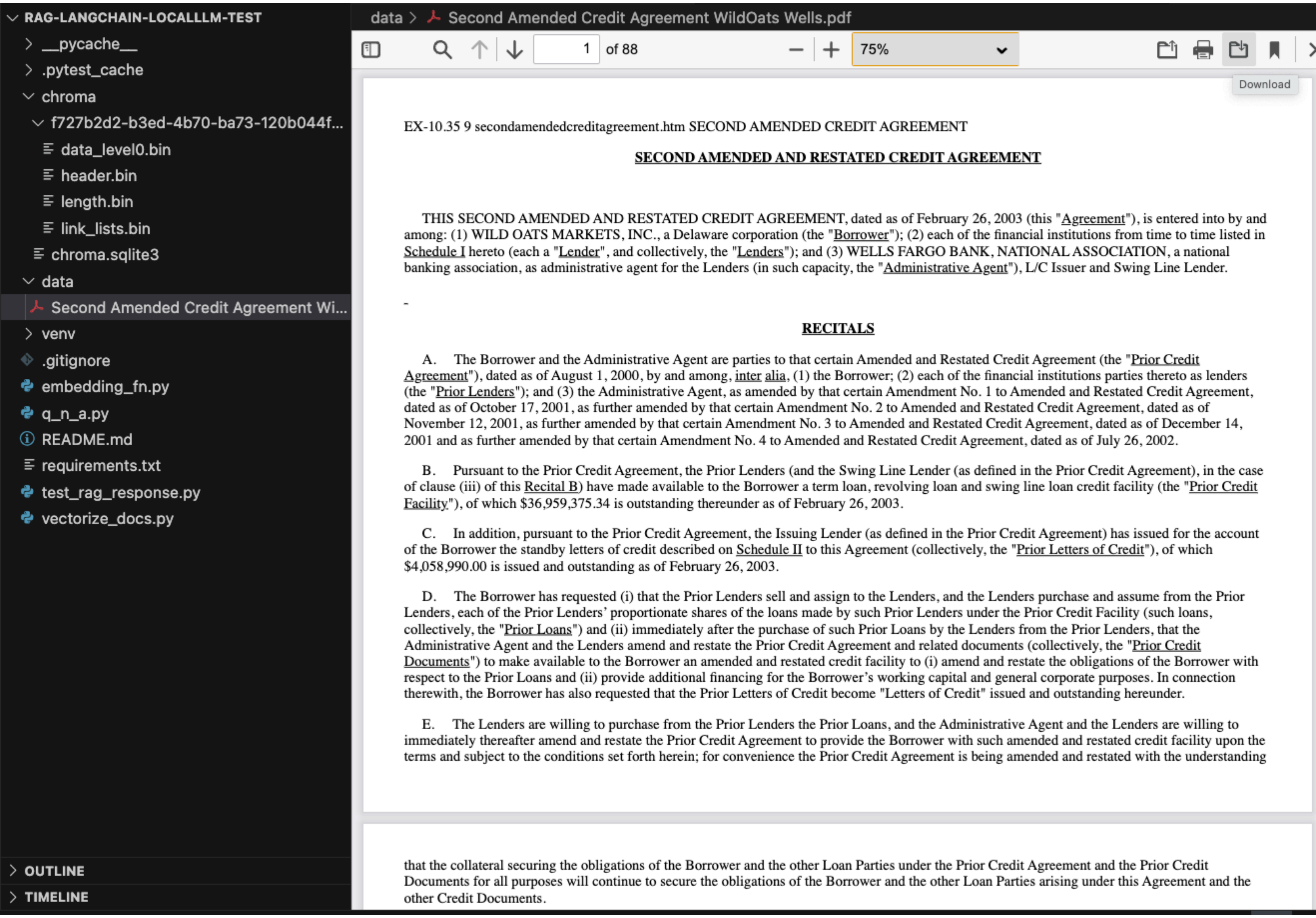


EX-10.35 9 secondamendedcreditagreement.htm SECOND AMENDED CREDIT AGREEMENT

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of February 26, 2003 (this "Agreement"), is entered into by and among: (1) WILD OATS MARKETS, INC., a Delaware corporation (the "Borrower"); (2) each of the financial institutions from time to time listed in Schedule I hereto (each a "Lender", and collectively, the "Lenders"); and (3) WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), L/C Issuer and Swing Line Lender.

-

RECITALS

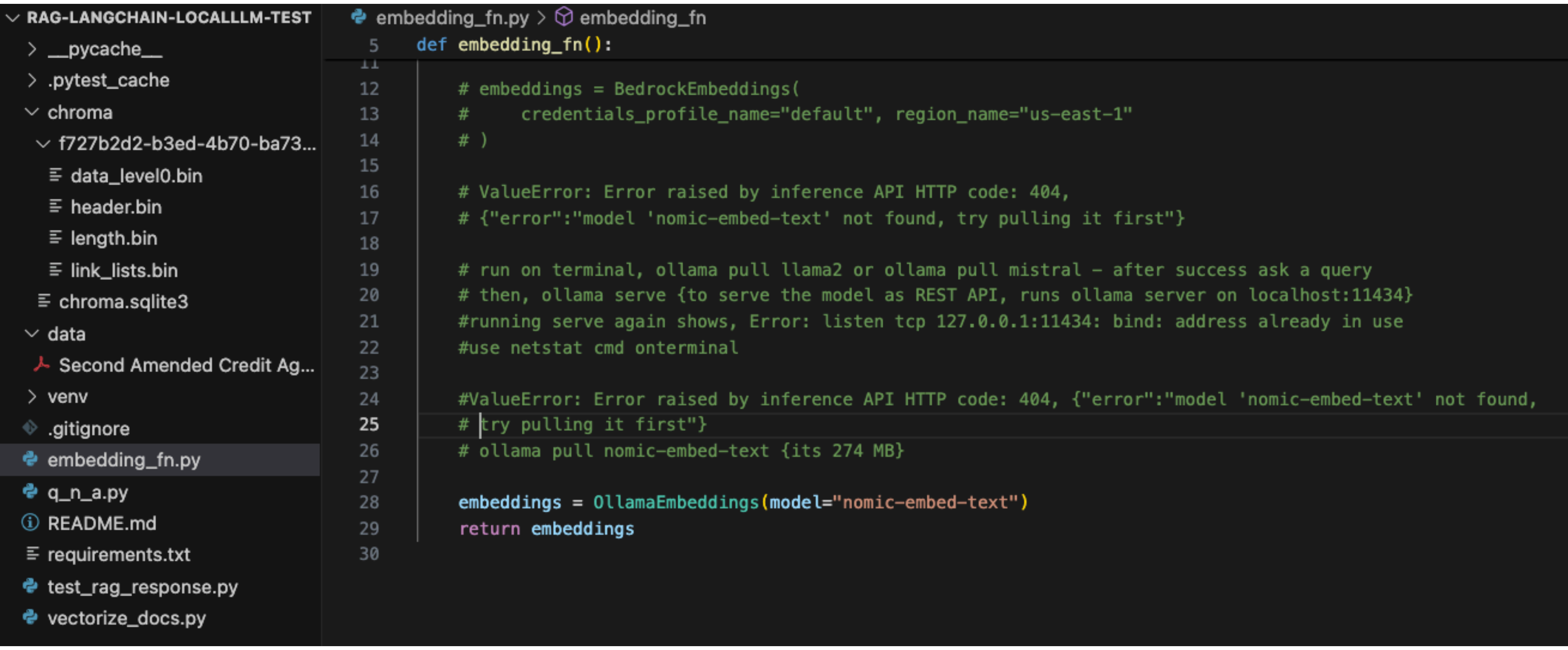
A. The Borrower and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement (the "Prior Credit Agreement"), dated as of August 1, 2000, by and among, inter alia, (1) the Borrower; (2) each of the financial institutions parties thereto as lenders (the "Prior Lenders"); and (3) the Administrative Agent, as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 17, 2001, as further amended by that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of November 12, 2001, as further amended by that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of December 14, 2001 and as further amended by that certain Amendment No. 4 to Amended and Restated Credit Agreement, dated as of July 26, 2002.

B. Pursuant to the Prior Credit Agreement, the Prior Lenders (and the Swing Line Lender (as defined in the Prior Credit Agreement), in the case of clause (iii) of this Recital B) have made available to the Borrower a term loan, revolving loan and swing line loan credit facility (the "Prior Credit Facility"), of which $36,959,375.34 is outstanding thereunder as of February 26, 2003.

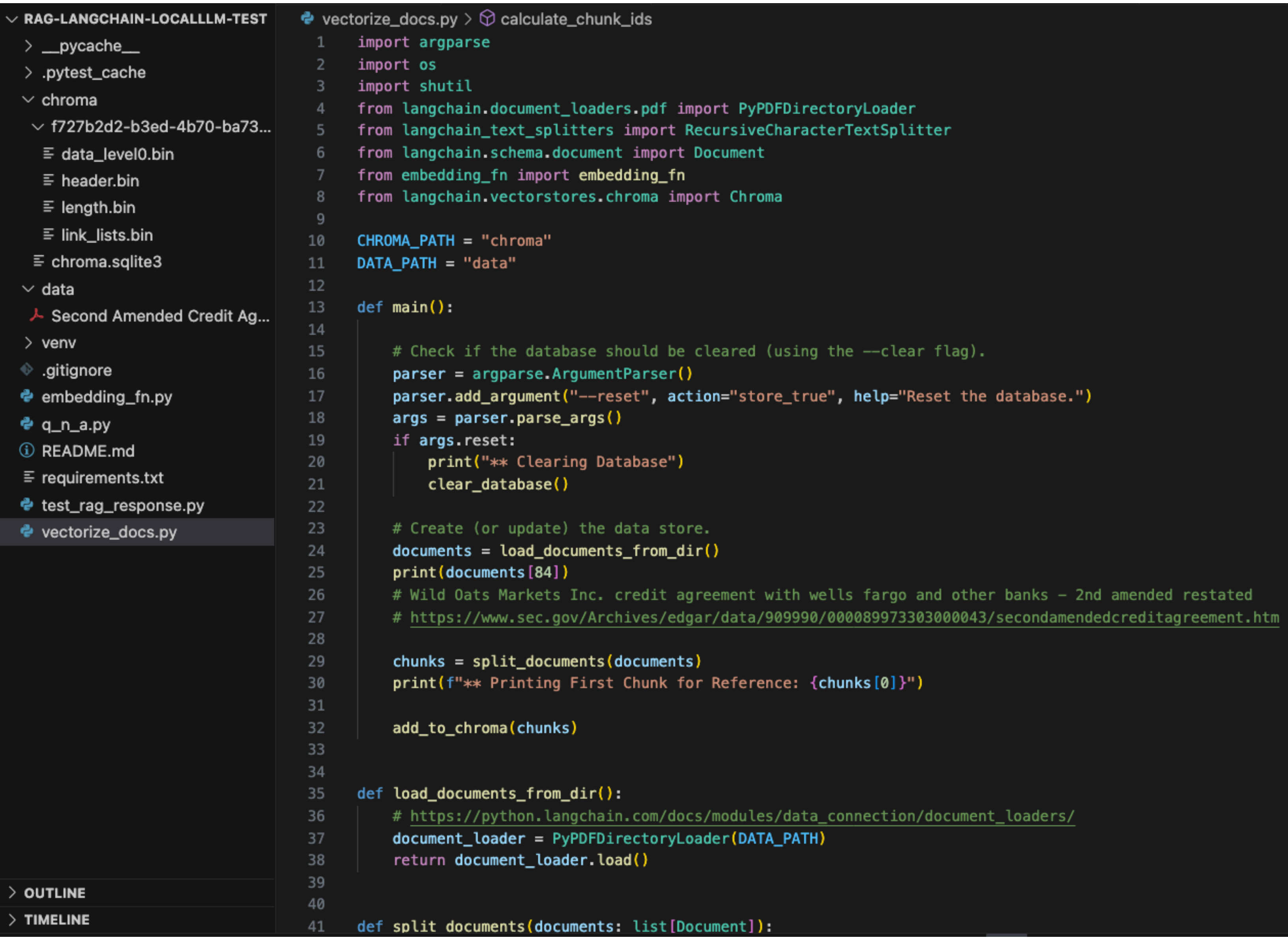
C. In addition, pursuant to the Prior Credit Agreement, the Issuing Lender (as defined in the Prior Credit Agreement) has issued for the account of the Borrower the standby letters of credit described on Schedule II to this Agreement (collectively, the "Prior Letters of Credit"), of which $4,058,990.00 is issued and outstanding as of February 26, 2003.

D. The Borrower has requested (i) that the Prior Lenders sell and assign to the Lenders, and the Lenders purchase and assume from the Prior Lenders, each of the Prior Lenders' proportionate shares of the loans made by such Prior Lenders under the Prior Credit Facility (such loans, collectively, the "Prior Loans") and (ii) immediately after the purchase of such Prior Loans by the Lenders from the Prior Lenders, that the Administrative Agent and the Lenders amend and restate the Prior Credit Agreement and related documents (collectively, the "Prior Credit Documents") to make available to the Borrower an amended and restated credit facility to (i) amend and restate the obligations of the Borrower with respect to the Prior Loans and (ii) provide additional financing for the Borrower's working capital and general corporate purposes. In connection therewith, the Borrower has also requested that the Prior Letters of Credit become "Letters of Credit" issued and outstanding hereunder.

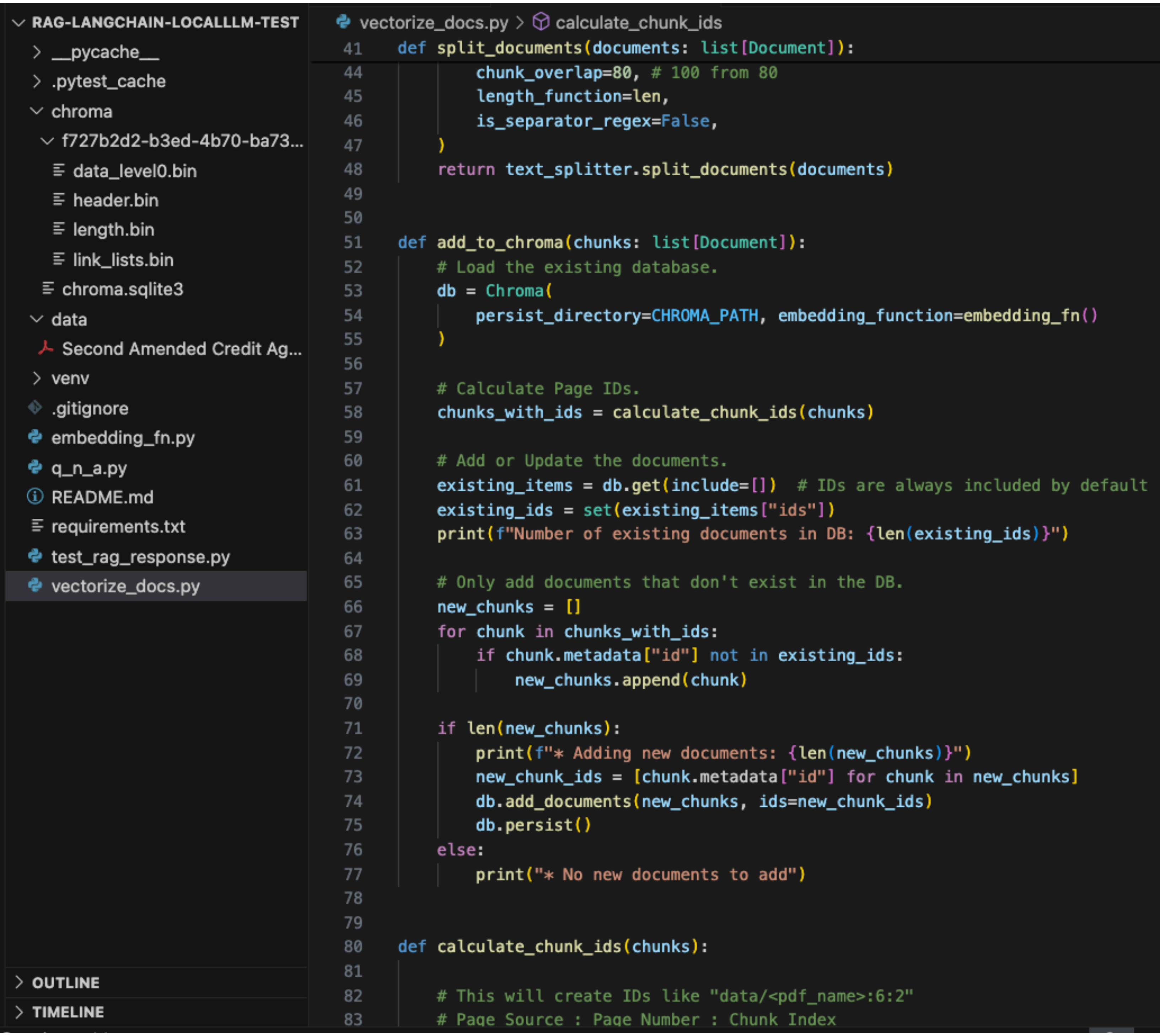
E. The Lenders are willing to purchase from the Prior Lenders the Prior Loans, and the Administrative Agent and the Lenders are willing to immediately thereafter amend and restate the Prior Credit Agreement to provide the Borrower with such amended and restated credit facility upon the terms and subject to the conditions set forth herein; for convenience the Prior Credit Agreement is being amended and restated with the understanding that the collateral securing the obligations of the Borrower and the other Loan Parties under the Prior Credit Agreement and the Prior Credit Documents for all purposes will continue to secure the obligations of the Borrower and the other Loan Parties arising under this Agreement and the other Credit Documents.



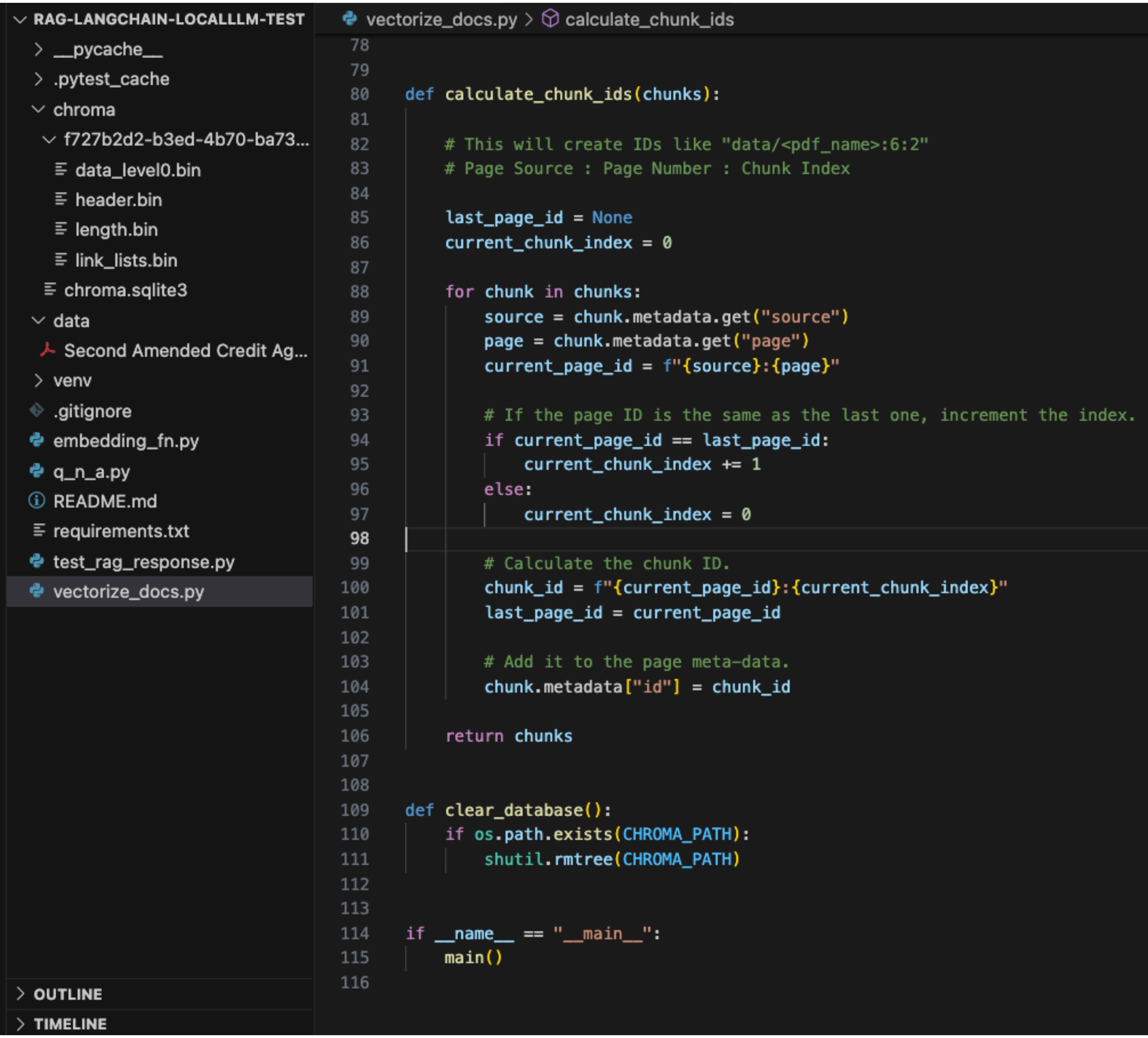
```python
def embedding_fn():

    # embeddings = BedrockEmbeddings(
    #     credentials_profile_name="default", region_name="us-east-1"
    # )

    # ValueError: Error raised by inference API HTTP code: 404,
    # {"error":"model 'nomic-embed-text' not found, try pulling it first"}

    # run on terminal, ollama pull llama2 or ollama pull mistral - after success ask a query
    # then, ollama serve {to serve the model as REST API, runs ollama server on localhost:11434}
    #running serve again shows, Error: listen tcp 127.0.0.1:11434: bind: address already in use
    #use netstat cmd onterminal

    #ValueError: Error raised by inference API HTTP code: 404, {"error":"model 'nomic-embed-text' not found,
    # try pulling it first"}
    # ollama pull nomic-embed-text {its 274 MB}

    embeddings = OllamaEmbeddings(model="nomic-embed-text")
    return embeddings
```



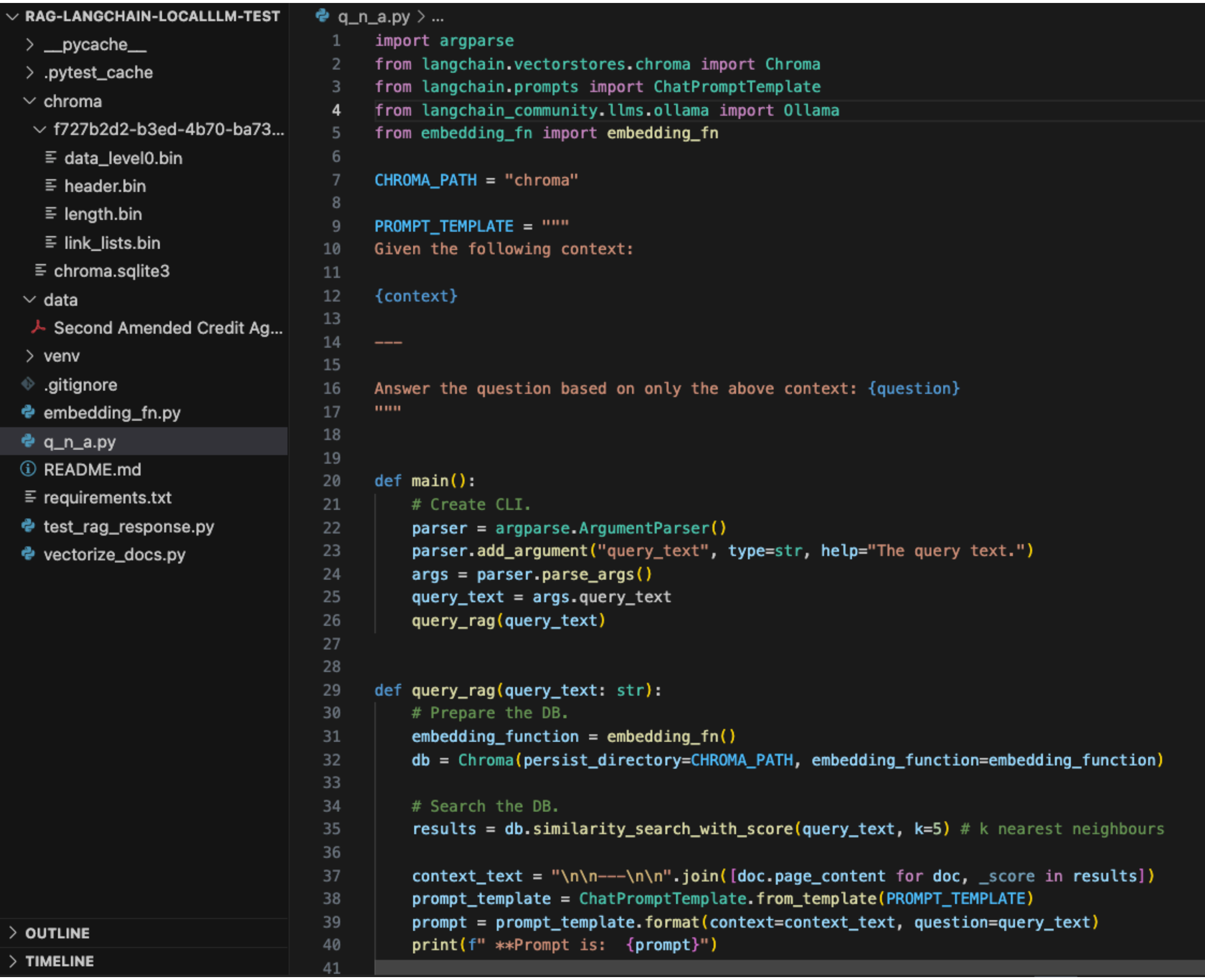
```python
import argparse
import os
import shutil
from langchain.document_loaders.pdf import PyPDFDirectoryLoader
from langchain_text_splitters import RecursiveCharacterTextSplitter
from langchain.schema.document import Document
from embedding_fn import embedding_fn
from langchain.vectorstores.chroma import Chroma

CHROMA_PATH = "chroma"
DATA_PATH = "data"

def main():

    # Check if the database should be cleared (using the --clear flag).
    parser = argparse.ArgumentParser()
    parser.add_argument("--reset", action="store_true", help="Reset the database.")
    args = parser.parse_args()
    if args.reset:
        print("** Clearing Database")
        clear_database()

    # Create (or update) the data store.
    documents = load_documents_from_dir()
    print(documents[84])
    # Wild Oats Markets Inc. credit agreement with wells fargo and other banks - 2nd amended restated
    # https://www.sec.gov/Archives/edgar/data/909990/000089973303000043/secondamendedcreditagreement.htm

    chunks = split_documents(documents)
    print(f"** Printing First Chunk for Reference: {chunks[0]}")

    add_to_chroma(chunks)


def load_documents_from_dir():
    # https://python.langchain.com/docs/modules/data_connection/document_loaders/
    document_loader = PyPDFDirectoryLoader(DATA_PATH)
    return document_loader.load()


def split_documents(documents: list[Document]):
```



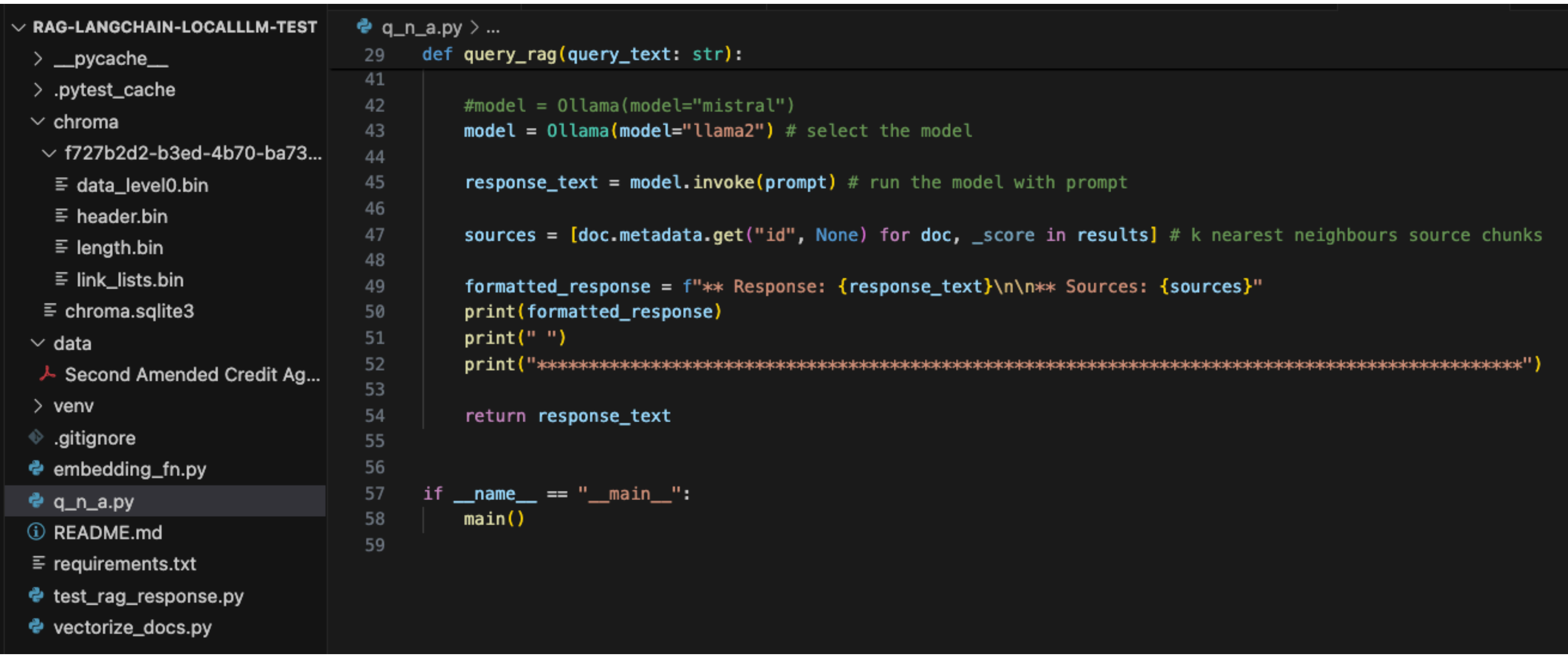
```python
def split_documents(documents: list[Document]):
        chunk_overlap=80, # 100 from 80
        length_function=len,
        is_separator_regex=False,
    )
    return text_splitter.split_documents(documents)


def add_to_chroma(chunks: list[Document]):
    # Load the existing database.
    db = Chroma(
        persist_directory=CHROMA_PATH, embedding_function=embedding_fn()
    )

    # Calculate Page IDs.
    chunks_with_ids = calculate_chunk_ids(chunks)

    # Add or Update the documents.
    existing_items = db.get(include=[])  # IDs are always included by default
    existing_ids = set(existing_items["ids"])
    print(f"Number of existing documents in DB: {len(existing_ids)}")

    # Only add documents that don't exist in the DB.
    new_chunks = []
    for chunk in chunks_with_ids:
        if chunk.metadata["id"] not in existing_ids:
            new_chunks.append(chunk)

    if len(new_chunks):
        print(f"* Adding new documents: {len(new_chunks)}")
        new_chunk_ids = [chunk.metadata["id"] for chunk in new_chunks]
        db.add_documents(new_chunks, ids=new_chunk_ids)
        db.persist()
    else:
        print("* No new documents to add")


def calculate_chunk_ids(chunks):

    # This will create IDs like "data/<pdf_name>:6:2"
    # Page Source : Page Number : Chunk Index
```



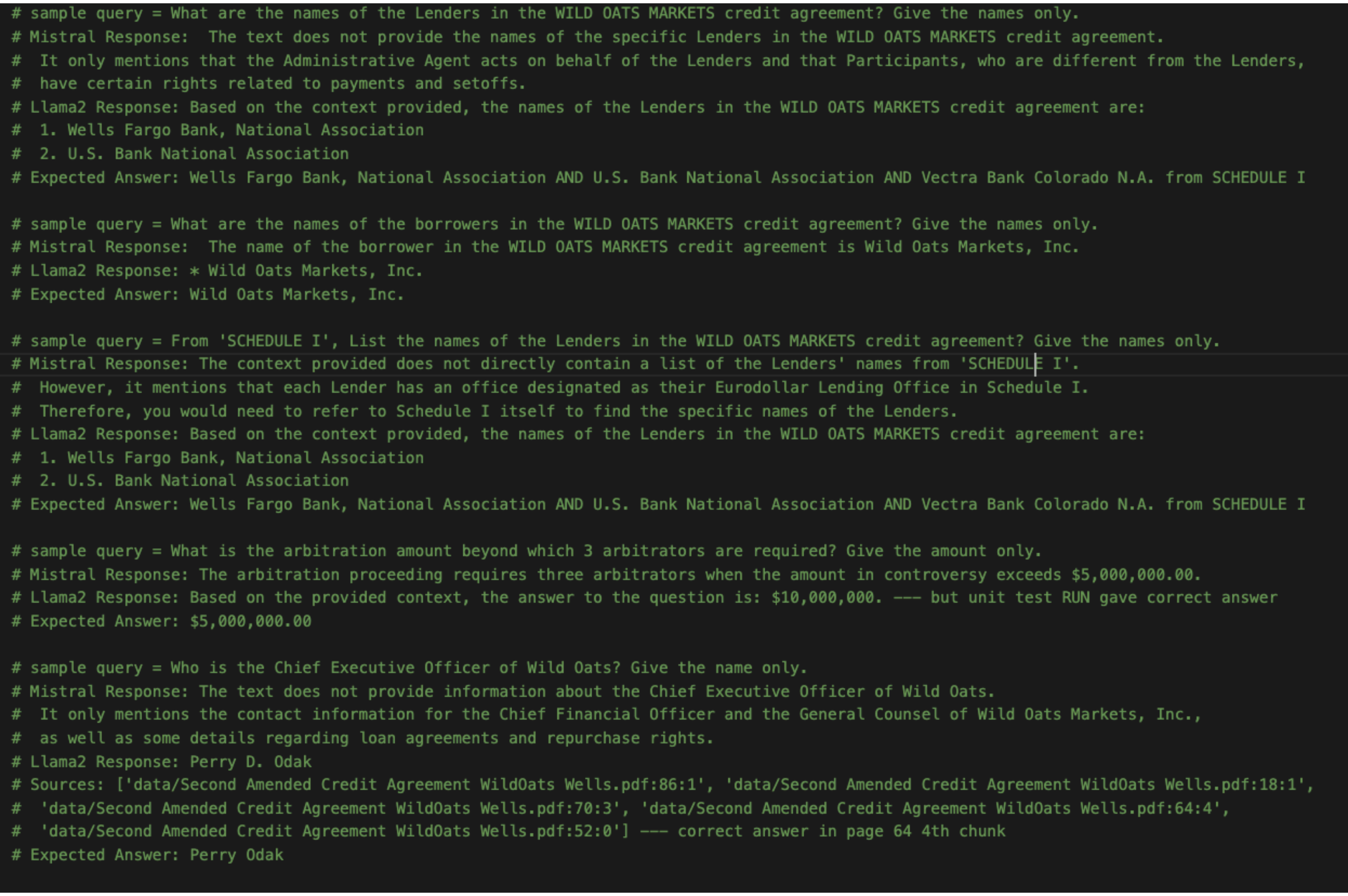
```python


def calculate_chunk_ids(chunks):

    # This will create IDs like "data/<pdf_name>:6:2"
    # Page Source : Page Number : Chunk Index

    last_page_id = None
    current_chunk_index = 0

    for chunk in chunks:
        source = chunk.metadata.get("source")
        page = chunk.metadata.get("page")
        current_page_id = f"{source}:{page}"

        # If the page ID is the same as the last one, increment the index.
        if current_page_id == last_page_id:
            current_chunk_index += 1
        else:
            current_chunk_index = 0

        # Calculate the chunk ID.
        chunk_id = f"{current_page_id}:{current_chunk_index}"
        last_page_id = current_page_id

        # Add it to the page meta-data.
        chunk.metadata["id"] = chunk_id

    return chunks


def clear_database():
    if os.path.exists(CHROMA_PATH):
        shutil.rmtree(CHROMA_PATH)


if __name__ == "__main__":
    main()

```



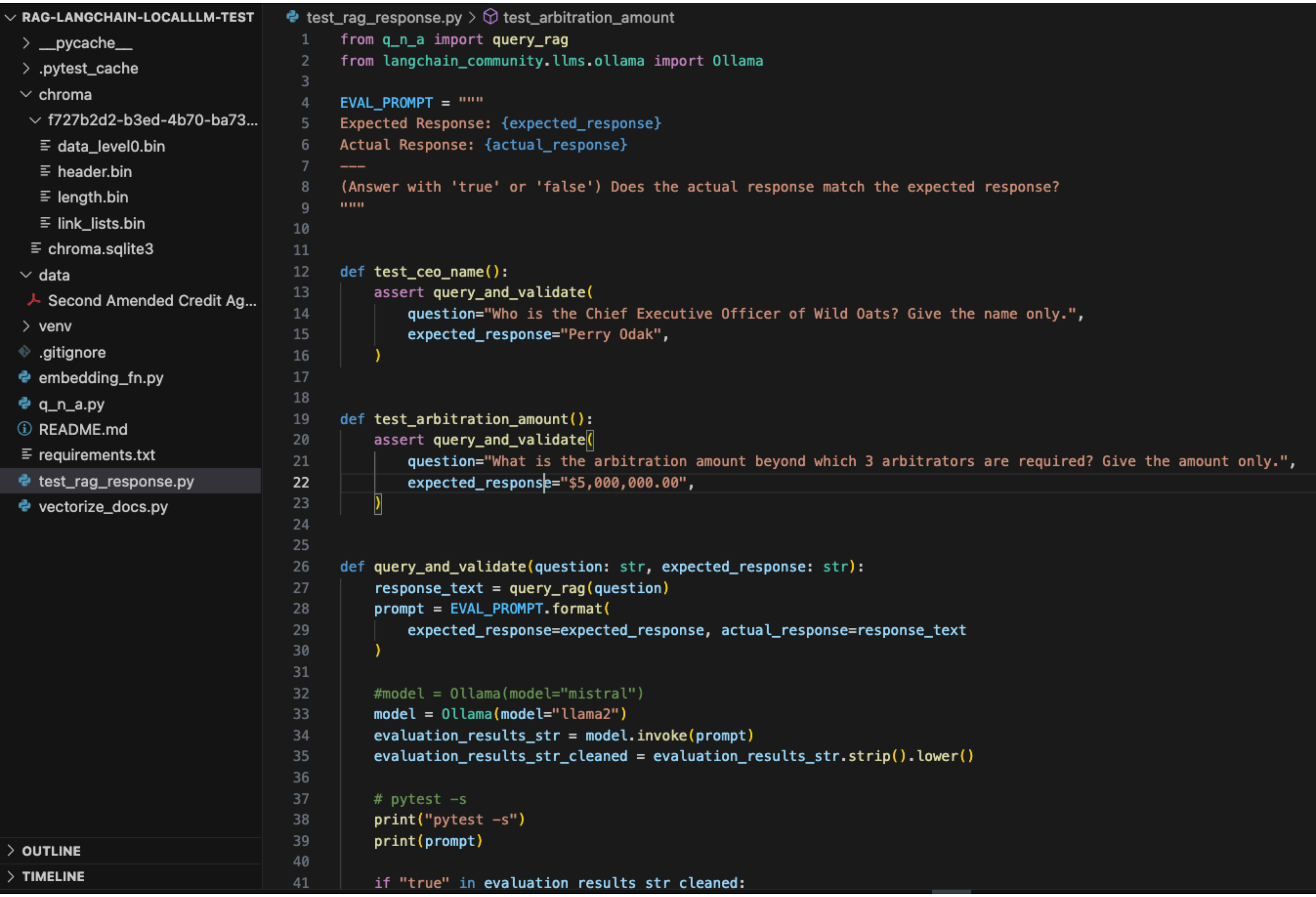
```python
import argparse
from langchain.vectorstores.chroma import Chroma
from langchain.prompts import ChatPromptTemplate
from langchain_community.llms.ollama import Ollama
from embedding_fn import embedding_fn

CHROMA_PATH = "chroma"

PROMPT_TEMPLATE = """
Given the following context:

{context}

---

Answer the question based on only the above context: {question}
"""


def main():
    # Create CLI.
    parser = argparse.ArgumentParser()
    parser.add_argument("query_text", type=str, help="The query text.")
    args = parser.parse_args()
    query_text = args.query_text
    query_rag(query_text)


def query_rag(query_text: str):
    # Prepare the DB.
    embedding_function = embedding_fn()
    db = Chroma(persist_directory=CHROMA_PATH, embedding_function=embedding_function)

    # Search the DB.
    results = db.similarity_search_with_score(query_text, k=5) # k nearest neighbours

    context_text = "\n\n---\n\n".join([doc.page_content for doc, _score in results])
    prompt_template = ChatPromptTemplate.from_template(PROMPT_TEMPLATE)
    prompt = prompt_template.format(context=context_text, question=query_text)
    print(f" **Prompt is:  {prompt}")

```



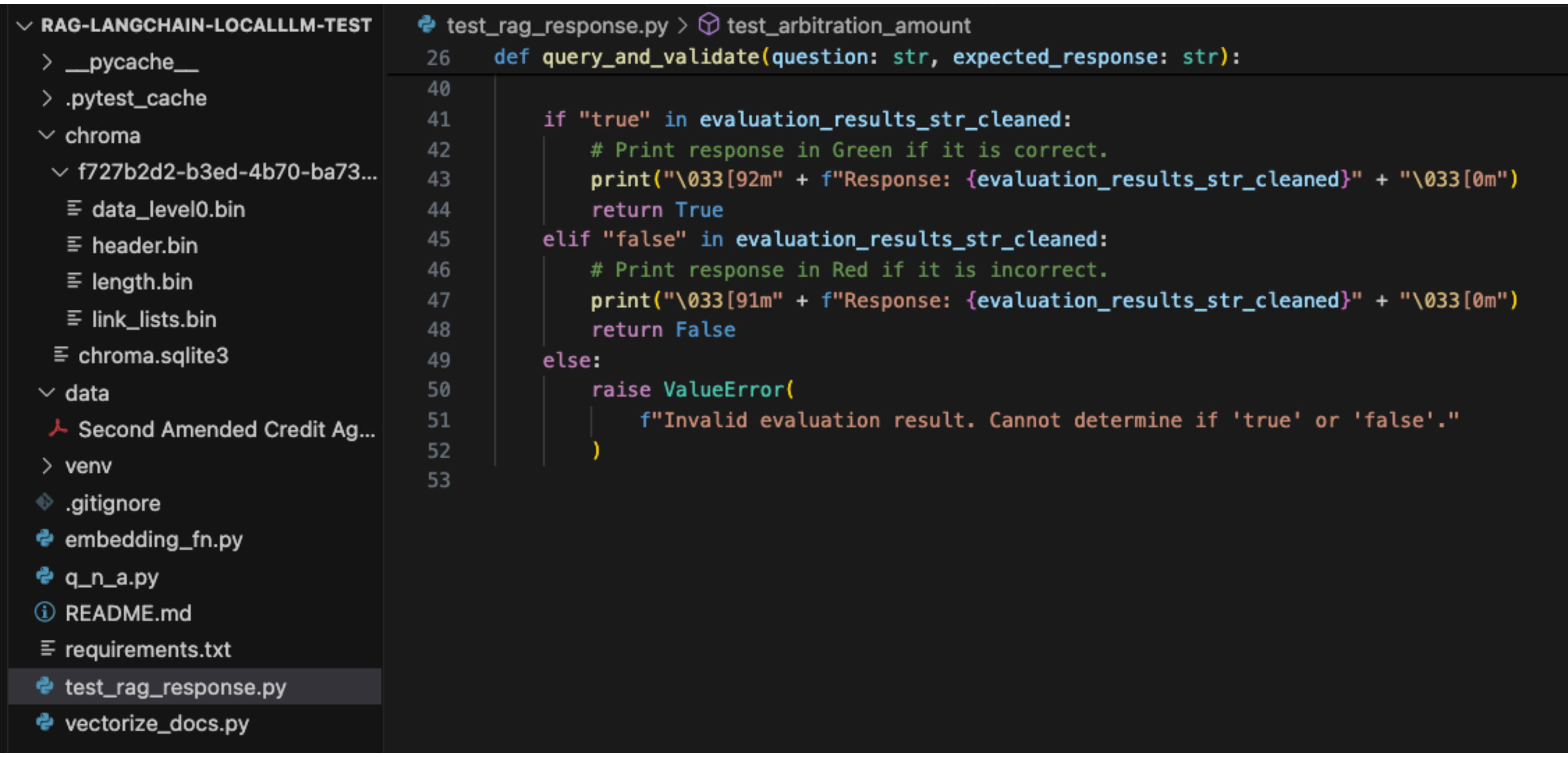
```python
def query_rag(query_text: str):

    #model = Ollama(model="mistral")
    model = Ollama(model="llama2") # select the model

    response_text = model.invoke(prompt) # run the model with prompt

    sources = [doc.metadata.get("id", None) for doc, _score in results] # k nearest neighbours source chunks

    formatted_response = f"** Response: {response_text}\n\n** Sources: {sources}"
    print(formatted_response)
    print(" ")
    print("************************************************************************************************")

    return response_text


if __name__ == "__main__":
    main()
```



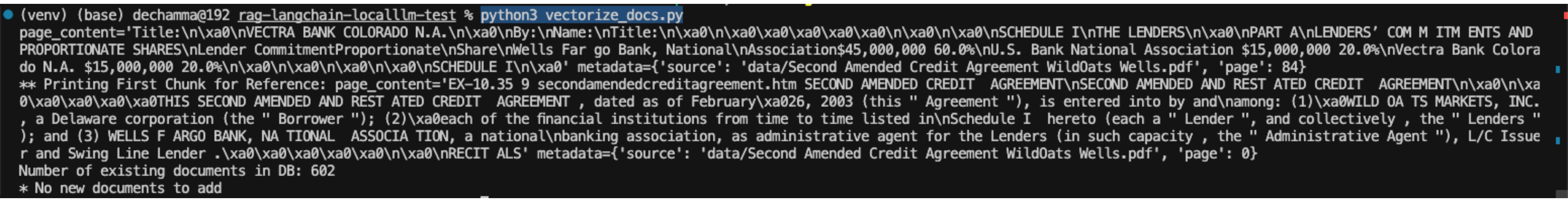
```
# sample query = What are the names of the Lenders in the WILD OATS MARKETS credit agreement? Give the names only.
# Mistral Response:  The text does not provide the names of the specific Lenders in the WILD OATS MARKETS credit agreement.
#  It only mentions that the Administrative Agent acts on behalf of the Lenders and that Participants, who are different from the Lenders,
#  have certain rights related to payments and setoffs.
# Llama2 Response: Based on the context provided, the names of the Lenders in the WILD OATS MARKETS credit agreement are:
#  1. Wells Fargo Bank, National Association
#  2. U.S. Bank National Association
# Expected Answer: Wells Fargo Bank, National Association AND U.S. Bank National Association AND Vectra Bank Colorado N.A. from SCHEDULE I

# sample query = What are the names of the borrowers in the WILD OATS MARKETS credit agreement? Give the names only.
# Mistral Response:  The name of the borrower in the WILD OATS MARKETS credit agreement is Wild Oats Markets, Inc.
# Llama2 Response: * Wild Oats Markets, Inc.
# Expected Answer: Wild Oats Markets, Inc.

# sample query = From 'SCHEDULE I', List the names of the Lenders in the WILD OATS MARKETS credit agreement? Give the names only.
# Mistral Response: The context provided does not directly contain a list of the Lenders' names from 'SCHEDULE I'.
#  However, it mentions that each Lender has an office designated as their Eurodollar Lending Office in Schedule I.
#  Therefore, you would need to refer to Schedule I itself to find the specific names of the Lenders.
# Llama2 Response: Based on the context provided, the names of the Lenders in the WILD OATS MARKETS credit agreement are:
#  1. Wells Fargo Bank, National Association
#  2. U.S. Bank National Association
# Expected Answer: Wells Fargo Bank, National Association AND U.S. Bank National Association AND Vectra Bank Colorado N.A. from SCHEDULE I

# sample query = What is the arbitration amount beyond which 3 arbitrators are required? Give the amount only.
# Mistral Response: The arbitration proceeding requires three arbitrators when the amount in controversy exceeds $5,000,000.00.
# Llama2 Response: Based on the provided context, the answer to the question is: $10,000,000. --- but unit test RUN gave correct answer
# Expected Answer: $5,000,000.00

# sample query = Who is the Chief Executive Officer of Wild Oats? Give the name only.
# Mistral Response: The text does not provide information about the Chief Executive Officer of Wild Oats.
#  It only mentions the contact information for the Chief Financial Officer and the General Counsel of Wild Oats Markets, Inc.,
#  as well as some details regarding loan agreements and repurchase rights.
# Llama2 Response: Perry D. Odak
# Sources: ['data/Second Amended Credit Agreement WildOats Wells.pdf:86:1', 'data/Second Amended Credit Agreement WildOats Wells.pdf:18:1',
#  'data/Second Amended Credit Agreement WildOats Wells.pdf:70:3', 'data/Second Amended Credit Agreement WildOats Wells.pdf:64:4',
#  'data/Second Amended Credit Agreement WildOats Wells.pdf:52:0'] --- correct answer in page 64 4th chunk
# Expected Answer: Perry Odak
```



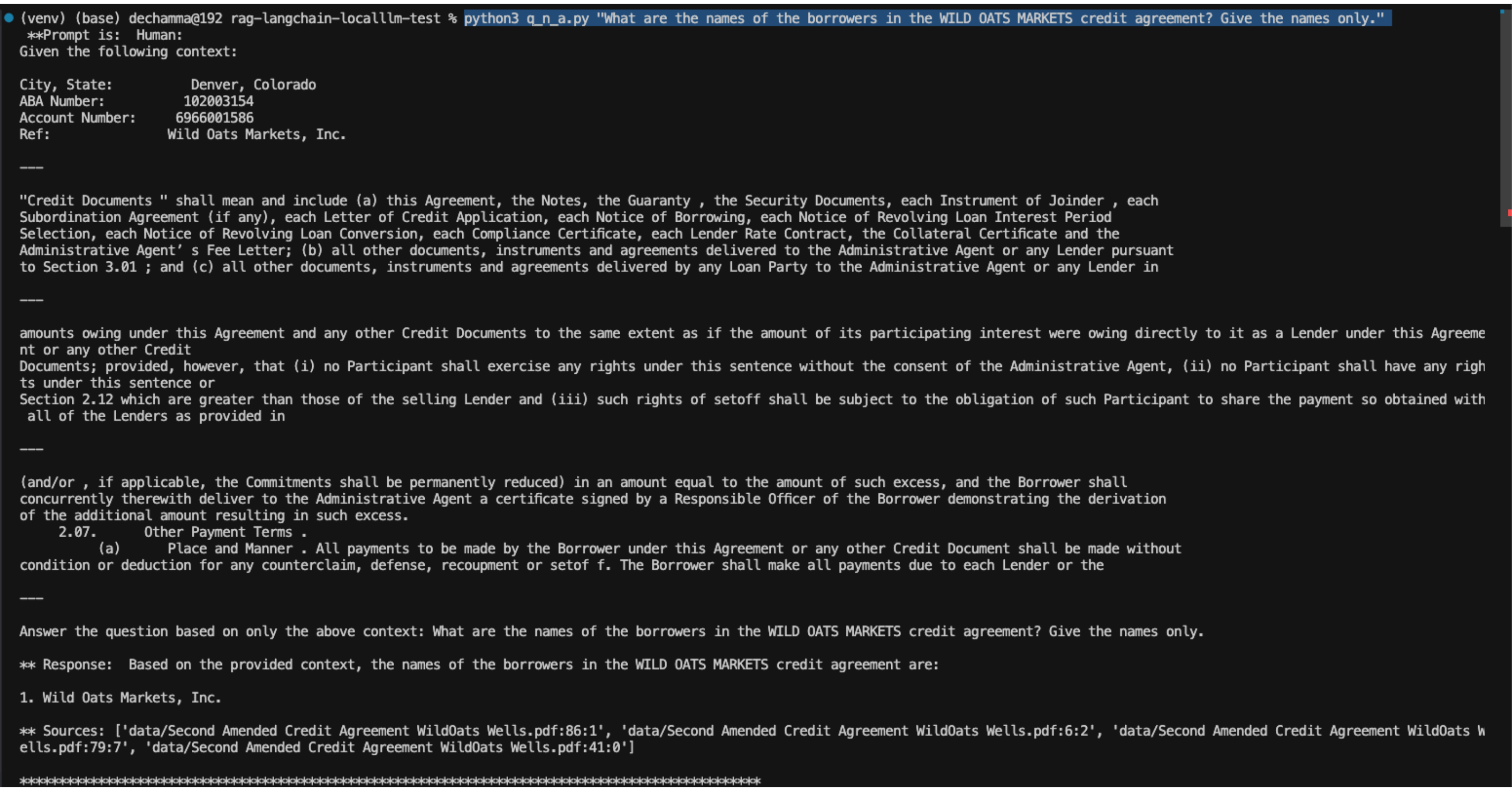
```python
from q_n_a import query_rag
from langchain_community.llms.ollama import Ollama

EVAL_PROMPT = """
Expected Response: {expected_response}
Actual Response: {actual_response}
---
(Answer with 'true' or 'false') Does the actual response match the expected response?
"""


def test_ceo_name():
    assert query_and_validate(
        question="Who is the Chief Executive Officer of Wild Oats? Give the name only.",
        expected_response="Perry Odak",
    )


def test_arbitration_amount():
    assert query_and_validate(
        question="What is the arbitration amount beyond which 3 arbitrators are required? Give the amount only.",
        expected_response="$5,000,000.00",
    )


def query_and_validate(question: str, expected_response: str):
    response_text = query_rag(question)
    prompt = EVAL_PROMPT.format(
        expected_response=expected_response, actual_response=response_text
    )

    #model = Ollama(model="mistral")
    model = Ollama(model="llama2")
    evaluation_results_str = model.invoke(prompt)
    evaluation_results_str_cleaned = evaluation_results_str.strip().lower()

    # pytest -s
    print("pytest -s")
    print(prompt)

    if "true" in evaluation_results_str_cleaned:
```



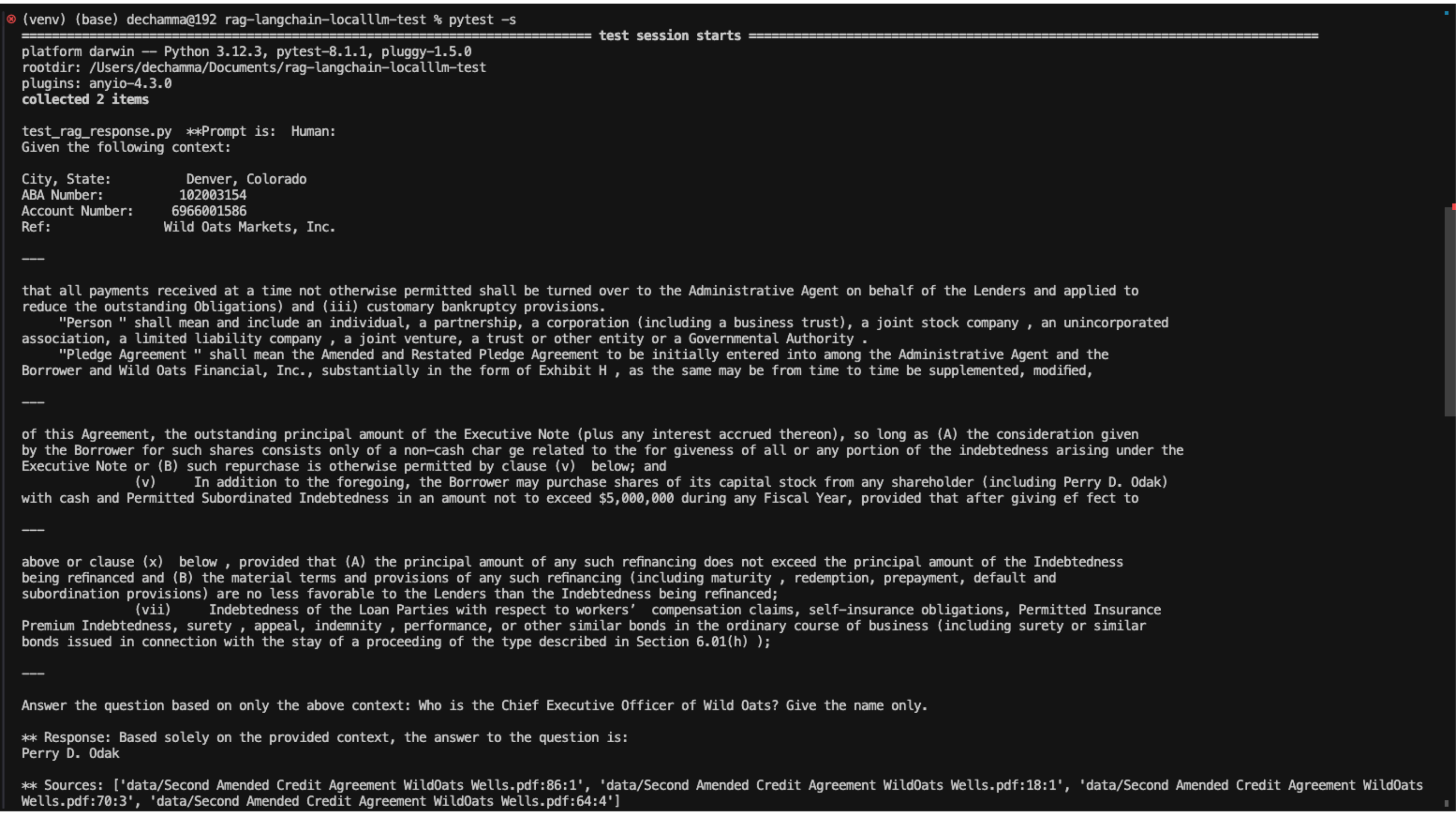
```python
def query_and_validate(question: str, expected_response: str):

    if "true" in evaluation_results_str_cleaned:
        # Print response in Green if it is correct.
        print("\033[92m" + f"Response: {evaluation_results_str_cleaned}" + "\033[0m")
        return True
    elif "false" in evaluation_results_str_cleaned:
        # Print response in Red if it is incorrect.
        print("\033[91m" + f"Response: {evaluation_results_str_cleaned}" + "\033[0m")
        return False
    else:
        raise ValueError(
            f"Invalid evaluation result. Cannot determine if 'true' or 'false'."
        )

```



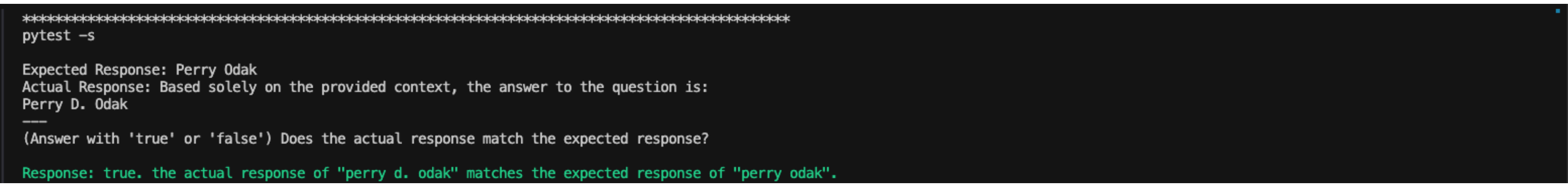
```
● (venv) (base) dechamma@192 rag-langchain-localllm-test % python3 vectorize_docs.py
  page_content='Title:\n\xa0\nVECTRA BANK COLORADO N.A.\n\xa0\nBy:\nName:\nTitle:\n\xa0\n\xa0\xa0\xa0\xa0\xa0\n\xa0\n\xa0\nSCHEDULE I\nTHE LENDERS\n\xa0\nPART A\nLENDERS’ COM M ITM ENTS AND
  PROPORTIONATE SHARES\nLender CommitmentProportionate\nShare\nWells Far go Bank, National\nAssociation$45,000,000 60.0%\nU.S. Bank National Association $15,000,000 20.0%\nVectra Bank Colora
  do N.A. $15,000,000 20.0%\n\xa0\n\xa0\n\xa0\n\xa0\nSCHEDULE I\n\xa0' metadata={'source': 'data/Second Amended Credit Agreement WildOats Wells.pdf', 'page': 84}
  ** Printing First Chunk for Reference: page_content='EX-10.35 9 secondamendedcreditagreement.htm SECOND AMENDED CREDIT  AGREEMENT\nSECOND AMENDED AND REST ATED CREDIT  AGREEMENT\n\xa0\n\xa
  0\xa0\xa0\xa0\xa0THIS SECOND AMENDED AND REST ATED CREDIT  AGREEMENT , dated as of February\xa026, 2003 (this " Agreement "), is entered into by and\namong: (1)\xa0WILD OA TS MARKETS, INC.
  , a Delaware corporation (the " Borrower "); (2)\xa0each of the financial institutions from time to time listed in\nSchedule I  hereto (each a " Lender ", and collectively , the " Lenders "
  ); and (3) WELLS F ARGO BANK, NA TIONAL  ASSOCIA TION, a national\nbanking association, as administrative agent for the Lenders (in such capacity , the " Administrative Agent "), L/C Issue
  r and Swing Line Lender .\xa0\xa0\xa0\xa0\xa0\n\xa0\nRECIT ALS' metadata={'source': 'data/Second Amended Credit Agreement WildOats Wells.pdf', 'page': 0}
  Number of existing documents in DB: 602
  * No new documents to add
```



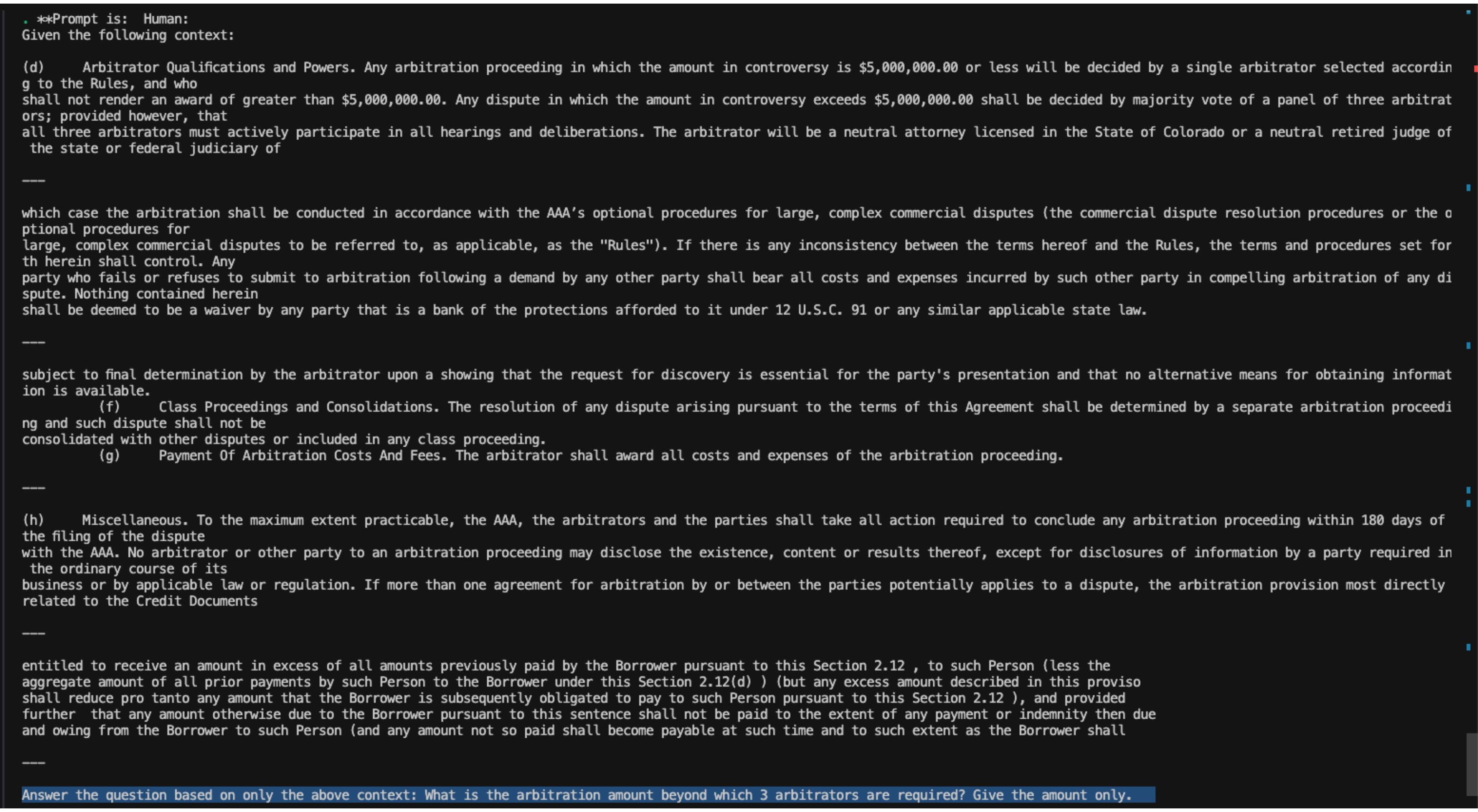
```
● (venv) (base) dechamma@192 rag-langchain-localllm-test % python3 q_n_a.py "What are the names of the borrowers in the WILD OATS MARKETS credit agreement? Give the names only."
 **Prompt is:  Human:
Given the following context:

City, State:          Denver, Colorado
ABA Number:          102003154
Account Number:     6966001586
Ref:               Wild Oats Markets, Inc.

---

"Credit Documents " shall mean and include (a) this Agreement, the Notes, the Guaranty , the Security Documents, each Instrument of Joinder , each
Subordination Agreement (if any), each Letter of Credit Application, each Notice of Borrowing, each Notice of Revolving Loan Interest Period
Selection, each Notice of Revolving Loan Conversion, each Compliance Certificate, each Lender Rate Contract, the Collateral Certificate and the
Administrative Agent' s Fee Letter; (b) all other documents, instruments and agreements delivered to the Administrative Agent or any Lender pursuant
to Section 3.01 ; and (c) all other documents, instruments and agreements delivered by any Loan Party to the Administrative Agent or any Lender in

---

amounts owing under this Agreement and any other Credit Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreeme
nt or any other Credit
Documents; provided, however, that (i) no Participant shall exercise any rights under this sentence without the consent of the Administrative Agent, (ii) no Participant shall have any righ
ts under this sentence or
Section 2.12 which are greater than those of the selling Lender and (iii) such rights of setoff shall be subject to the obligation of such Participant to share the payment so obtained with
 all of the Lenders as provided in

---

(and/or , if applicable, the Commitments shall be permanently reduced) in an amount equal to the amount of such excess, and the Borrower shall
concurrently therewith deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower demonstrating the derivation
of the additional amount resulting in such excess.
     2.07.      Other Payment Terms .
          (a)      Place and Manner . All payments to be made by the Borrower under this Agreement or any other Credit Document shall be made without
condition or deduction for any counterclaim, defense, recoupment or setof f. The Borrower shall make all payments due to each Lender or the

---

Answer the question based on only the above context: What are the names of the borrowers in the WILD OATS MARKETS credit agreement? Give the names only.

** Response:  Based on the provided context, the names of the borrowers in the WILD OATS MARKETS credit agreement are:

1. Wild Oats Markets, Inc.

** Sources: ['data/Second Amended Credit Agreement WildOats Wells.pdf:86:1', 'data/Second Amended Credit Agreement WildOats Wells.pdf:6:2', 'data/Second Amended Credit Agreement WildOats W
ells.pdf:79:7', 'data/Second Amended Credit Agreement WildOats Wells.pdf:41:0']

***********************************************************************************************
```



```
⊗ (venv) (base) dechamma@192 rag-langchain-localllm-test % pytest -s
============================================================================ test session starts ============================================================================
platform darwin -- Python 3.12.3, pytest-8.1.1, pluggy-1.5.0
rootdir: /Users/dechamma/Documents/rag-langchain-localllm-test
plugins: anyio-4.3.0
collected 2 items

test_rag_response.py  **Prompt is:  Human:
Given the following context:

City, State:          Denver, Colorado
ABA Number:           102003154
Account Number:      6966001586
Ref:                Wild Oats Markets, Inc.

---

that all payments received at a time not otherwise permitted shall be turned over to the Administrative Agent on behalf of the Lenders and applied to
reduce the outstanding Obligations) and (iii) customary bankruptcy provisions.
     "Person " shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company , an unincorporated
association, a limited liability company , a joint venture, a trust or other entity or a Governmental Authority .
     "Pledge Agreement " shall mean the Amended and Restated Pledge Agreement to be initially entered into among the Administrative Agent and the
Borrower and Wild Oats Financial, Inc., substantially in the form of Exhibit H , as the same may be from time to time be supplemented, modified,

---

of this Agreement, the outstanding principal amount of the Executive Note (plus any interest accrued thereon), so long as (A) the consideration given
by the Borrower for such shares consists only of a non-cash char ge related to the for giveness of all or any portion of the indebtedness arising under the
Executive Note or (B) such repurchase is otherwise permitted by clause (v)  below; and
               (v)      In addition to the foregoing, the Borrower may purchase shares of its capital stock from any shareholder (including Perry D. Odak)
with cash and Permitted Subordinated Indebtedness in an amount not to exceed $5,000,000 during any Fiscal Year, provided that after giving ef fect to

---

above or clause (x)  below , provided that (A) the principal amount of any such refinancing does not exceed the principal amount of the Indebtedness
being refinanced and (B) the material terms and provisions of any such refinancing (including maturity , redemption, prepayment, default and
subordination provisions) are no less favorable to the Lenders than the Indebtedness being refinanced;
               (vii)     Indebtedness of the Loan Parties with respect to workers’  compensation claims, self-insurance obligations, Permitted Insurance
Premium Indebtedness, surety , appeal, indemnity , performance, or other similar bonds in the ordinary course of business (including surety or similar
bonds issued in connection with the stay of a proceeding of the type described in Section 6.01(h) );

---

Answer the question based on only the above context: Who is the Chief Executive Officer of Wild Oats? Give the name only.

** Response: Based solely on the provided context, the answer to the question is:
Perry D. Odak

** Sources: ['data/Second Amended Credit Agreement WildOats Wells.pdf:86:1', 'data/Second Amended Credit Agreement WildOats Wells.pdf:18:1', 'data/Second Amended Credit Agreement WildOats
Wells.pdf:70:3', 'data/Second Amended Credit Agreement WildOats Wells.pdf:64:4']
```



```
***********************************************************************************************
pytest -s

Expected Response: Perry Odak
Actual Response: Based solely on the provided context, the answer to the question is:
Perry D. Odak
---
(Answer with 'true' or 'false') Does the actual response match the expected response?

Response: true. the actual response of "perry d. odak" matches the expected response of "perry odak".
```



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. **Prompt is:  Human:
Given the following context:

(d)     Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected accordin
g to the Rules, and who
shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrat
ors; provided however, that
all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Colorado or a neutral retired judge of
 the state or federal judiciary of

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which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the o
ptional procedures for
large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set for
th herein shall control. Any
party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any di
spute. Nothing contained herein
shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. 91 or any similar applicable state law.

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subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining informat
ion is available.
          (f)     Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Agreement shall be determined by a separate arbitration proceedi
ng and such dispute shall not be
consolidated with other disputes or included in any class proceeding.
          (g)     Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

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(h)     Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of
the filing of the dispute
with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in
 the ordinary course of its
business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly
related to the Credit Documents

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entitled to receive an amount in excess of all amounts previously paid by the Borrower pursuant to this Section 2.12 , to such Person (less the
aggregate amount of all prior payments by such Person to the Borrower under this Section 2.12(d) ) (but any excess amount described in this proviso
shall reduce pro tanto any amount that the Borrower is subsequently obligated to pay to such Person pursuant to this Section 2.12 ), and provided
further  that any amount otherwise due to the Borrower pursuant to this sentence shall not be paid to the extent of any payment or indemnity then due
and owing from the Borrower to such Person (and any amount not so paid shall become payable at such time and to such extent as the Borrower shall

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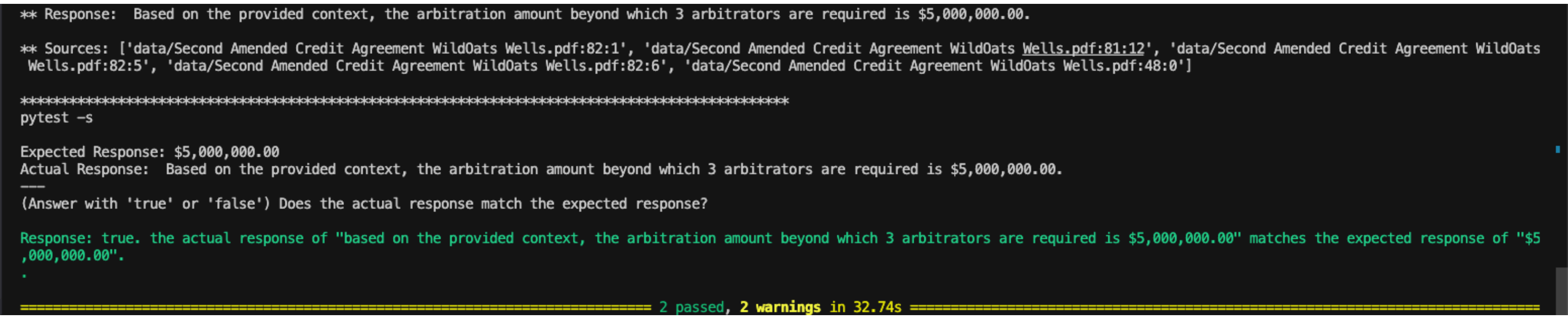
Answer the question based on only the above context: What is the arbitration amount beyond which 3 arbitrators are required? Give the amount only.
```



```
** Response:  Based on the provided context, the arbitration amount beyond which 3 arbitrators are required is $5,000,000.00.

** Sources: ['data/Second Amended Credit Agreement WildOats Wells.pdf:82:1', 'data/Second Amended Credit Agreement WildOats Wells.pdf:81:12', 'data/Second Amended Credit Agreement WildOats
 Wells.pdf:82:5', 'data/Second Amended Credit Agreement WildOats Wells.pdf:82:6', 'data/Second Amended Credit Agreement WildOats Wells.pdf:48:0']

***********************************************************************************************
pytest -s

Expected Response: $5,000,000.00
Actual Response:  Based on the provided context, the arbitration amount beyond which 3 arbitrators are required is $5,000,000.00.
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(Answer with 'true' or 'false') Does the actual response match the expected response?

Response: true. the actual response of "based on the provided context, the arbitration amount beyond which 3 arbitrators are required is $5,000,000.00" matches the expected response of "$5
,000,000.00".
.

============================================================================== 2 passed, 2 warnings in 32.74s ==============================================================================
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