SEEING POSSIBILITIES IN POTATOES

Lamb Weston Holdings, Inc.

$400,000,000 % Senior Notes due 2028

Lamb Weston Holdings, Inc. (the ''issuer'') is offering $400,000,000 aggregate principal amount of its % senior notes due 2028 (the ''notes''). The notes will mature on , 2028. The issuer will pay interest on the notes semi-annually in arrears on and of each year, commencing on , 2020. The notes will be issued only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

We intend to use the net proceeds of the notes offered hereby for working capital and other general corporate purposes. See ''Use of Proceeds.''

Prior to , 2027 (the date that is six months prior to the maturity date), the issuer may redeem the notes, in whole at any time or in part from time to time, at a price equal to 100% of the principal amount thereof, plus the applicable ''make-whole'' premium set forth in this offering circular, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption. On and after , 2027 (the date that is six months prior to the maturity date), the issuer may redeem all or any portion of the notes, at once or over time, at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption. See ''Description of Notes — Optional Redemption.'' If a change of control event occurs, each holder of notes will have the right to require the issuer to purchase all or a portion of its notes at a purchase price equal to 101% of the principal amount of the notes purchased, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase. See ''Description of Notes — Repurchase at the Option of Holders Upon a Change of Control.''

The notes will be the issuer's senior unsecured obligations and will be *pari passu* in right of payment with all of the issuer's existing and future senior indebtedness, senior in right of payment to all of the issuer's existing and future subordinated indebtedness and effectively subordinated in right of payment to all of the issuer's existing and future secured indebtedness, including indebtedness under the Existing Senior Secured Credit Facilities and the NWFCS Credit Facilities (each as defined herein), to the extent of the value of the assets securing such indebtedness. The notes will initially be jointly and severally, fully and unconditionally guaranteed (the ''guarantees'') on a senior unsecured basis by each of the issuer's existing and future direct and indirect domestic subsidiaries that incurs or guarantees indebtedness under the Existing Senior Secured Credit Facilities or the NWFCS Credit Facilities (the ''guarantors''). The guarantees will be *pari passu* in right of payment with all of the guarantors' existing and future senior indebtedness, senior in right of payment to all of the guarantors' existing and future subordinated indebtedness and effectively subordinated in right of payment to all of the guarantors' existing and future secured indebtedness, including obligations under the Existing Senior Secured Credit Facilities and the NWFCS Credit Facilities, to the extent of the value of the assets securing such indebtedness. The notes and the guarantees will be structurally subordinated to the liabilities, including trade payables, of the issuer's existing and future subsidiaries that do not guarantee the notes.

*See ''Risk Factors'' beginning on page **18** to read about important factors you should consider before buying the notes.*

Offering Price per note: %

The offering price set forth above does not include accrued interest, if any. Interest on the notes will begin to accrue on , 2020. If the notes are delivered after , 2020, accrued interest must be paid by the purchaser until the time of delivery.

The notes have not been and will not be registered under the Securities Act of 1933, as amended (the ''Securities Act'') and are being offered and sold only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act (''Rule 144A'') and offered and sold to certain non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act (''Regulation S''). Prospective purchasers that are qualified institutional buyers are hereby notified that the seller of the notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. The notes are not transferable except in accordance with the restrictions described under ''Transfer Restrictions.''

The initial purchasers expect that delivery of the notes will be made in New York, New York through the facilities of The Depository Trust Company (''DTC'') on or about , 2020.

Joint Bookrunners

Goldman Sachs & Co. LLC **BofA Securities**

J.P. Morgan **Rabo Securities** **Wells Fargo Securities**

Co-Managers

ING **Mizuho Securities** **US Bancorp**

Offering Circular dated , 2020

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No dealer, salesperson or other person is authorized to provide any information or to make any representations other than those contained or incorporated by reference in this offering circular. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You must not rely on any unauthorized information or representations. This offering circular is an offer to sell only the notes offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained or incorporated by reference in this offering circular is current only as of the date of the document in which the information is contained.

The notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and the applicable securities laws of any state or other jurisdiction pursuant to registration or exemption from registration. As a prospective purchaser, you should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. For additional information, see ''Plan of Distribution'' and ''Transfer Restrictions.'' In making any investment decision, prospective investors must rely on their own examination of the issuer, the guarantors of the notes and the guarantees and the terms of the offering, including the merits and risks involved. Prospective investors should not construe anything in this offering circular or the documents incorporated by reference as legal, business or tax advice. Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is legally permitted to purchase the notes under applicable legal investment or similar laws or regulations. Each prospective investor must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells notes or possesses or distributes this offering circular and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and none of the issuer, any of the initial purchasers or any of our or their respective representatives shall have any responsibility therefor. The initial purchasers participating in this offering may engage in transactions that stabilize, maintain or otherwise affect the price of the notes, including over-allotment and stabilizing and shortcovering transactions in the notes. Such stabilization, if commenced, may be discontinued at any time. For a description of these activities, see ''Plan of Distribution.''

This offering circular and the documents incorporated by reference contain summaries believed to be accurate as of the date of this offering circular with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to in this offering circular and the documents incorporated by reference will be made available to prospective investors upon request to the issuer.

We reserve the right to withdraw this offering of the notes at any time. We and the initial purchasers also reserve the right to reject any offer to purchase the notes in whole or in part for any reason and to allot to any prospective investor less than the full amount of notes sought by such investor.

Each person receiving this offering circular acknowledges that (1) it has been afforded an opportunity to request and to review, and it has received, all additional information considered by it to be necessary to verify the accuracy of or to supplement the information in this offering circular and the documents incorporated by reference herein, (2) it has not relied upon the initial purchasers or any person affiliated with any of the initial purchasers in connection with its investigation of the accuracy of such information or its investment decision, (3) this offering circular relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with rules that would apply to an offering document relating to a public offering of securities and (4) no person has been authorized to give information or to make any

representation concerning us, this offering or the notes, other than as contained in this offering circular and the documents incorporated by reference in connection with an investor's examination of the issuer and the terms of this offering. The information contained in this offering circular and the documents incorporated by reference is as of the date of the document in which the information is contained and subject to change, completion or amendment without notice. Neither the delivery of this offering circular at any time nor any subsequent commitment to enter into any financing shall, under any circumstances, create an implication that there has been no change in the information set forth in this offering circular or the documents incorporated by reference or in our affairs since the date of the document in which the information is contained.

This offering circular is confidential. You are authorized to use this offering circular solely for the purpose of considering the purchase of the notes described in this offering circular. The issuer and other sources identified herein have provided the information contained in this offering circular and the documents incorporated by reference. None of the initial purchasers named herein make any representation or warranty, expressed or implied, as to the accuracy or completeness of such information, and nothing contained in this offering circular or the documents incorporated by reference is, or shall be relied upon as, a promise or representation by any of the initial purchasers. You may not reproduce or distribute this offering circular, in whole or in part, and you may not disclose any of the contents of this offering circular or use any information herein for any purpose other than considering the purchase of the notes. You agree to the foregoing by accepting delivery of this offering circular.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The distribution of this offering circular and the offering and sale of the notes in certain jurisdictions may be restricted by law. The issuer and the initial purchasers require persons in whose possession this offering circular comes to inform themselves about and to observe any such restrictions. This offering circular does not constitute an offer of, or an invitation to purchase, any of the notes in any jurisdiction in which such offer or invitation would be unlawful.

INFORMATION WE INCORPORATE BY REFERENCE

We are ''incorporating by reference'' information in documents we file with the U.S. Securities and Exchange Commission (the ''SEC'') into this offering circular, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this offering circular and information that we file later with the SEC will automatically update and supersede this information. Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this offering circular to the extent that a statement contained in or omitted from this offering circular, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this offering circular.

We incorporate by reference into this offering circular the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the ''Exchange Act'') until the completion of the offering of the notes:

- our Annual Report on Form 10-K for the fiscal year ended May 26, 2019;

- our Quarterly Reports on Form 10-Q for the fiscal quarters ended August 25, 2019, November 24, 2019 and February 23, 2020; and
- our Current Reports on Form 8-K filed with the SEC on August 5, 2019, September 27, 2019, March 19, 2020 and April 20, 2020.

We do not and will not, however, incorporate by reference into this offering circular any documents or portions thereof that are not deemed ''filed'' with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of our Current Reports on Form 8-K unless, and except to the extent, specified in such Current Reports.

You may obtain copies of these filings without charge by accessing the ''Investors'' section of www.lambweston.com or by requesting the filings in writing or by telephone at the following address and telephone number:

Lamb Weston Holdings, Inc.
Investor Relations
599 S. Rivershore Lane
Eagle, Idaho 83616
Telephone Number: (208) 938-1047

NON-GAAP FINANCIAL MEASURES

This offering circular contains non-GAAP financial measures such as EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures, none of which is a measurement of financial performance under GAAP. EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are key measures we use to evaluate our operational performance. However, EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures should not be considered as alternatives to net income as a measure of operating results or as alternatives to cash flows from operating activities as a measure of liquidity in accordance with generally accepted accounting principles (''GAAP''). EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are not calculated or presented in accordance with GAAP, and other companies in our industry may calculate these financial measures differently than we do, limiting their usefulness as comparative measures. As a result, these financial measures have limitations as analytical and comparative tools, and you should not consider these items in isolation or as a substitute for analysis of our results and cash flows as reported under GAAP. For the definition of and additional information about EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures, a description of how EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are calculated and a reconciliation of EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures to the most directly comparable GAAP financial measures, see the section titled ''Summary — Summary Historical Condensed Combined and Consolidated Financial Data.''

MARKET AND INDUSTRY DATA

Market data used throughout this offering circular and the documents incorporated by reference is based on management's knowledge of the industry and the good faith estimates of management. We also relied, to the extent available, upon management's review of independent industry surveys and publications and other publicly available information prepared by a number of sources. This data involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. Although we believe that these sources are reliable, neither we nor the initial purchasers can guarantee the accuracy or completeness of this information, and neither we nor the initial purchasers have independently verified this information. This information

may prove to be inaccurate and is subject to change because of the method by which we obtained some of the data for our estimates or because this information cannot always be verified with complete certainty due to the limits on availability and reliability of primary source of information, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in a survey of market size. In addition, customer preferences can and do change and the definition of the relevant market is a matter of judgment and analysis.

When we make statements in this offering circular regarding our largest customers, we measure the size of our customers by the amount of net sales we generate from them.

FORWARD-LOOKING STATEMENTS

This offering circular and the documents incorporated by reference contain forward-looking statements within the meaning of the federal securities laws. Words such as ''will,'' ''continue,'' ''may,'' ''expect,'' ''anticipate,'' ''should,'' ''believe,'' ''estimate,'' ''grow,'' ''drive,'' ''invest,'' ''support,'' ''improve,'' ''impact,'' ''remain,'' ''increase,'' ''outlook,'' and variations of such words and similar expressions are intended to identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements regarding our plans, capital investments, dividends, share repurchases, financings, business outlook and prospects, and remediation of the material weakness in internal controls. These forward-looking statements are based on management's current expectations and are subject to uncertainties and changes in circumstances. Readers of this offering circular should understand that these statements are not guarantees of performance or results. Many factors could affect our actual financial results and cause them to vary materially from the expectations contained in the forward-looking statements, including those set forth in this offering circular. These risks and uncertainties include, among other things: impacts on our business due to health pandemics or other contagious outbreaks, such as the current COVID-19 pandemic, including impacts on demand for our products, increased costs, disruption of supply or other constraints in the availability of key commodities and other necessary services; our ability to successfully execute our long-term value creation strategies; our ability to execute on large capital projects, including construction of new production lines; the competitive environment and related conditions in the markets in which we and our joint ventures operate; political and economic conditions of the countries in which we and our joint ventures conduct business and other factors related to our international operations; disruption of our access to export mechanisms; risks associated with possible acquisitions, including our ability to complete acquisitions or integrate acquired businesses; our debt levels; the availability and prices of raw materials; changes in our relationships with our growers or significant customers; the success of our joint ventures; actions of governments and regulatory factors affecting our businesses or joint ventures; the ultimate outcome of litigation or any product recalls; levels of pension, labor and people-related expenses; our ability to pay regular quarterly cash dividends and the amounts and timing of any future dividends; our ability to remediate the material weakness in internal control; and other risks described in our reports filed from time to time with the SEC. We caution readers not to place undue reliance on any forward-looking statements included or incorporated by reference in this offering circular, which speak only as of the date of the document in which the information is contained. We undertake no responsibility for updating these statements, except as required by law.

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

We own or have rights to various trademarks, logos, service marks and trade names that we use in connection with the operation of our business. We also own or have the rights to copyrights that protect the content of our products. Solely for convenience, the trademarks, service marks, trade names and copyrights referred to in this offering circular and the documents incorporated by reference are listed without the ™, ® or © symbols, but such references do not constitute a waiver

of any rights that might be associated with the respective trademarks, service marks, trade names and copyrights included or referred to in this offering circular and the documents incorporated by reference.

USE OF CERTAIN TERMS

Unless otherwise indicated or the context otherwise requires, the following terms as used in this offering circular have the meanings set forth below:

- ''Existing NWFCS Credit Facility'' refers to Lamb Weston's $300.0 million term loan facility pursuant to a credit agreement dated June 28, 2019, as amended, among Lamb Weston, certain subsidiaries of Lamb Weston as guarantors, the institutions from time to time party thereto as lenders and Northwest Farm Credit Services, PCA, as administrative agent;
- ''Existing Revolving Credit Facility'' refers to Lamb Weston's $500.0 million multicurrency revolving credit facility pursuant to a credit agreement dated November 9, 2016, as amended, among Lamb Weston, certain subsidiaries of Lamb Weston as guarantors and a syndicate of financial institutions;
- ''Existing Term Loan Facility'' refers to Lamb Weston's $675.0 million senior secured term loan facility pursuant to a credit agreement dated November 9, 2016, as amended, among Lamb Weston, certain subsidiaries of Lamb Weston as guarantors and a syndicate of financial institutions;
- ''Existing Senior Secured Credit Facilities'' refers to the Existing Revolving Credit Facility and the Existing Term Loan Facility collectively;
- the ''issuer'' or ''Lamb Weston'' refers to Lamb Weston Holdings, Inc., as the issuer of the notes offered hereby, and not to any of its subsidiaries or affiliates;
- the ''Company,'' ''us,'' ''our,'' or ''we'' refer to Lamb Weston Holdings, Inc. and its subsidiaries; and
- the ''spinoff'' refers to the November 9, 2016 transaction in which Lamb Weston was separated from Conagra Brands, Inc. (''Conagra'') and became an independent, publicly traded company.

SUMMARY

This summary highlights selected information contained elsewhere in this offering circular and the documents incorporated by reference herein. This summary does not contain all of the information you should consider before making an investment decision to purchase notes in this offering. You should read this entire offering circular carefully, including the section entitled ''Risk Factors'' in this offering circular and the sections entitled ''Risk Factors'' in our Annual Report on Form 10-K for the fiscal year ended May 26, 2019 and Quarterly Report on Form 10-Q for the fiscal quarter ended February 23, 2020, along with the other detailed information and financial statements incorporated by reference into this offering circular, before making an investment decision to purchase notes in this offering.

Unless otherwise indicated or the context otherwise requires, references in this offering circular to ''we,'' ''us,'' the ''Company'' or ''Lamb Weston'' refer to Lamb Weston Holdings, Inc. and its consolidated subsidiaries. As used in this offering circular, the ''LTM Period'' refers to the fifty-two weeks ended February 23, 2020.

Lamb Weston

We, along with our joint venture partners, are a leading global producer, distributor, and marketer of value-added frozen potato products headquartered in Eagle, Idaho. We, along with our joint venture partners, are the number one supplier of value-added frozen potato products in North America and are also a leading supplier of value-added frozen potato products internationally, with a strong and growing presence in high-growth emerging markets. We, along with our joint venture partners, offer a broad product portfolio to a diverse channel and customer base in over 100 countries. French fries represent the majority of our value-added frozen potato product portfolio.

For the LTM Period we generated net sales of $3.9 billion, our net income attributable to Lamb Weston totaled $477.9 million, our Adjusted EBITDA including unconsolidated joint ventures totaled $936.9 million and we generated operating cash flows of $672.2 million. For a reconciliation of Adjusted EBITDA including unconsolidated joint ventures to its most directly comparable financial measures under GAAP and the reasons why we believe the presentation of Adjusted EBITDA including unconsolidated joint ventures is useful to investors, see ''Summary Historical Condensed Combined Financial Data.''

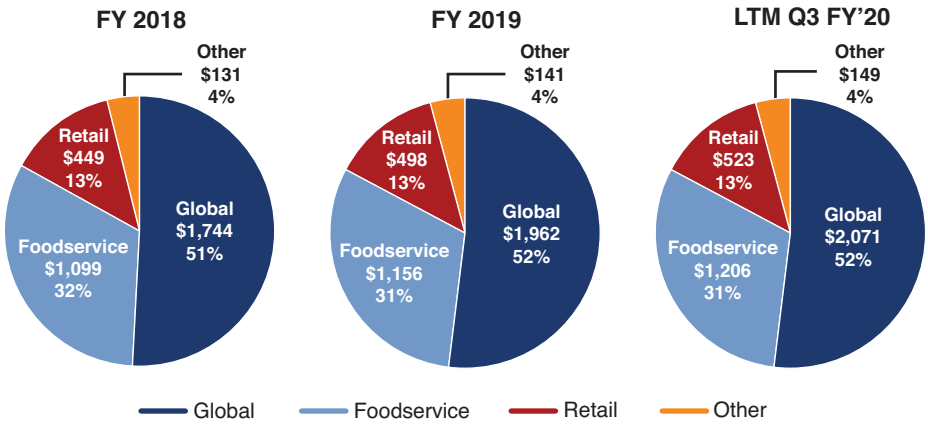
We report our operations in four reporting segments:

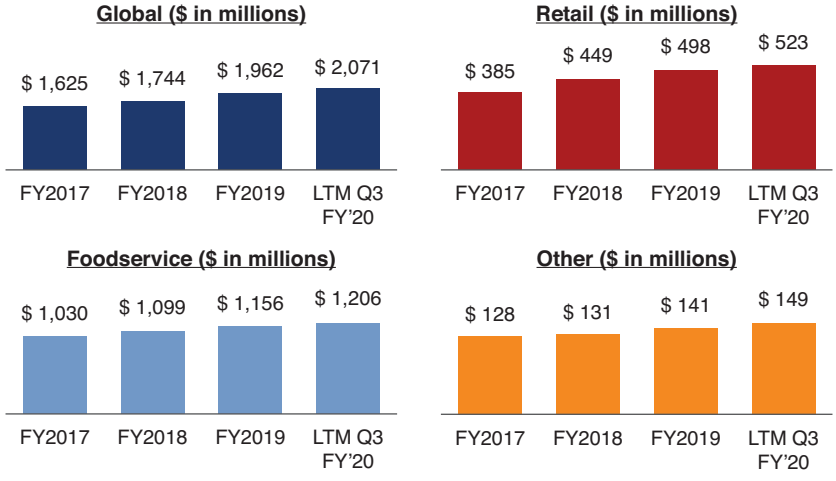
- *Global:* Our Global segment, which represented 52% of our total net sales for the LTM Period, includes branded and private label frozen potato products sold in North America and international markets. This segment includes the top 100 North American based restaurant chains and international customers comprised of global and regional restaurant chains, foodservice distributors, and retailers. We have included non-U.S. and non-Canadian retail and foodservice customers in the Global segment due to efficiencies associated with coordinating sales to all customer types within specific markets, as well as due to these customers' smaller scale and dependence on local economic conditions. The Global segment's product portfolio includes frozen potatoes, sweet potatoes, and appetizers sold under the *Lamb Weston* brand, as well as many customer labels.
- *Foodservice:* Our Foodservice segment, which represented 31% of our net sales for the LTM Period, includes branded and private label frozen potato products sold throughout the United States and Canada. The Foodservice segment's primary products are frozen potatoes, sweet potatoes, commercial ingredients, and appetizers sold under the *Lamb Weston* brand, as well as many customer labels. Our products are sold primarily to

commercial distributors, restaurant chains outside the top 100 North American based restaurant chains, and non-commercial channels.

- *Retail:* Our Retail segment, which represented 13% of our net sales for the LTM Period, includes consumer facing retail branded and private label frozen potato products sold primarily to grocery, mass merchants, club, and specialty retailers. The Retail segment's primary products are frozen potatoes and sweet potato items sold under our owned or licensed brands, including *Grown in Idaho* and *Alexia*, other licensed equities comprised of brand names of major North American restaurant chains, and the retailers' own brands.
- *Other:* The Other reporting segment, which represented 4% of our net sales for the LTM Period, primarily includes our vegetable and dairy businesses.

Net Sales By Segment ($ in millions)





We have a 50% ownership interest in three unconsolidated joint ventures, Lamb-Weston/Meijer v.o.f. (''Lamb-Weston/Meijer'') in Europe, Lamb-Weston/RDO Frozen (''Lamb-Weston/RDO'') in the United States and Lamb Weston Alimentos Modernos S.A. (''Lamb Weston Alimentos'') in Argentina.

As of February 23, 2020, we operated 18 manufacturing facilities globally and an additional nine manufacturing facilities in conjunction with our joint ventures. Excluding our joint ventures, we had approximately 7,600 employees as of May 26, 2019.

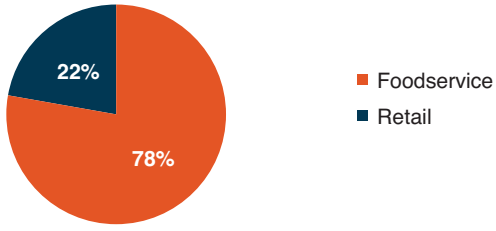
The highly-experienced Lamb Weston team has deep expertise in processing potatoes into value-added products and delivering innovative customer solutions. We continue to focus on driving sustainable, profitable growth by offering innovative products and customer-centric solutions that leverage our advantaged manufacturing and processing footprint, while also maintaining a balanced capital allocation strategy.

Our Key Business Strengths

We believe the value-added frozen potato product category is highly attractive, and we have several business strengths that differentiate us from our competitors and contribute to our ongoing success:

We, along with our joint venture partners, are a leader in the growing, global value-added frozen potato product category, which we believe enjoys favorable domestic and international business dynamics.

The value-added frozen potato product category is attractive domestically, with significant scale and strong growth opportunities. According to GlobalData, approximately 78% of 2019 global frozen processed potatoes were purchased outside the home. The United States represents the largest portion by country of global value-added frozen potato product sales.



Source: GlobalData 2019.

Internationally, the opportunity to expand consumption of value-added frozen potato products is significant. Global unit expansion by quick service restaurants coupled with increasing per-capita consumption of value-added potatoes contribute to the growth opportunity in our product categories.

As the number one supplier of value-added frozen potato products in North America and with a strong and growing international presence, we believe we are uniquely positioned to capture category growth.

As one of the few industry participants with national and global reach and capabilities, we believe Lamb Weston is uniquely positioned to capitalize on the attractive growth prospects of the value-added frozen potato product category. Based on our estimates, Lamb Weston, along with its joint venture partners, is the North American value-added frozen potato product category leader by volume, providing a diverse portfolio of value-added frozen potato products. We believe that outside of the United States, we, along with our joint venture partners, are a leading supplier of value-added frozen potato products by volume, with a presence across over 100 countries and a growing position in high-growth emerging markets.

In addition, we are focused on leveraging a strong pipeline of strategic initiatives and strong customer relationships, combined with our acquisition and alliance experience, to maintain our share leadership in North America and to capture increasing share in international markets. For example, in 2018 and 2019, we expanded our global footprint by acquiring Australia-based Marvel Packers Pty Ltd and Ready Meals Pty Ltd, and formed the Argentina-based joint venture Lamb

Weston Alimentos, creating platforms that provide in-country and export opportunities to further service growing international markets.

We believe we have strong, long-standing and collaborative customer relationships.

We benefit from strong relationships with a diverse set of customers. We sell our products through a combined network of internal sales personnel and independent brokers, agents, and distributors to chain restaurants, wholesale, grocery, mass merchants, club, specialty retailers, and foodservice distributors and institutions, including businesses, educational institutions, independent restaurants, regional chain restaurants, and convenience stores. We have long-standing relationships with leading quick service and fast casual restaurants, global foodservice distributors, large grocery retailers, and mass merchants. Our largest customer, McDonald's Corporation, accounted for approximately 10% of our consolidated net sales in fiscal 2019 and 11% of our consolidated net sales in both fiscal 2018 and 2017. No other customer accounted for more than 10% of our fiscal 2019, 2018, or 2017 consolidated net sales. We believe we have developed deep relationships with our customers over time through a focus on world-class customer service and customer-focused innovation. We have also made investments in developing cutting-edge research and innovation capabilities that enable customer-focused solutions. In 2016, we opened what we believe to be a state-of-the-art global research and innovation center in Richland, Washington to enhance these efforts.

We believe our integrated value delivery system provides scale and cost advantages.

Over our 65-year history as a potato processor, we have built an integrated value delivery system that we believe provides us with scale and cost advantages. First, we have positioned Lamb Weston to have access to high-quality potatoes on an annual basis. We have built long-term relationships with potato growers, developed deep agronomic expertise and, to a modest extent, vertically integrated our operations. Second, we have developed highly efficient processing capabilities. We believe our sourcing and production footprint provides access to cost-advantaged potatoes and an export cost advantage to key international markets. In addition, we have continued to invest in our facilities. From 2017 to 2019, we completed significant strategic capital investments for capacity expansion that we believe position Lamb Weston to capture both North American and international growth opportunities. Some of these investments include our Richland, Washington plant expansion in 2017; our acquisition of the remaining interest in our former joint venture, Lamb Weston BSW, LLC, in 2018; the Marvel Packers Pty Ltd acquisition in 2018 (based in Australia); our Hermiston, Oregon plant expansion in 2019; the Ready Meals Pty Ltd acquisition in 2019 (based in Australia); and the joint venture of Lamb Weston Alimentos in 2019 (based in Argentina).

Our experienced management team has a proven track record of consistently delivering strong sales, earnings and cash flow growth.

Lamb Weston is led by our President and Chief Executive Officer, Tom Werner, who has over 28 years of business experience, including over 20 years in the food industry. Prior to becoming our President and Chief Executive Officer in 2016, he was with Conagra from 1999 until 2016. Mr. Werner's experience is complemented by a talented, proven and committed team of executives with significant tenure in the industry.

We believe we have a deep bench of talented management, and have developed an organizational culture that values and has delivered a continuous improvement mindset. This has contributed to our track record of delivering top-line growth and attractive margins. We have delivered strong historical net sales growth, increasing from $3.0 billion in 2016 to $3.9 billion in the LTM Period. In the LTM Period and fiscal years 2019, 2018 and 2017, we delivered net sales, net

income attributable to Lamb Weston and Adjusted EBITDA including unconsolidated joint ventures as follows:

($ in millions)	Net Sales	Net Income Attributable to Lamb Weston	Adjusted EBITDA including unconsolidated joint ventures
LTM as of Q3 FY 2020	$3,948.9	$477.9	$936.9
2019	$3,756.5	$478.6	$904.3
2018	$3,423.7	$416.8	$820.4
2017	$3,168.0	$326.9	$707.1

Our Key Business Strategies

We are pursuing the following strategies to achieve sustainable, profitable growth:

Focus on accelerating growth of the value-added frozen potato category.

We are focused on accelerating growth of the value-added frozen potato category by investing in and supporting specific customers, restaurant segments, and markets, as well as expanding our range of product offerings through innovation. In our Global segment, we are continuing to focus on our traditional restaurant segments and customers, including quick service and fast casual burger and chicken chains, while also seeking to penetrate non-traditional frozen potato product outlets, such as convenience stores and coffee houses. We are also continuing to focus on fast-growing markets, like China and Southeast Asia, and support of our growing customers across North America and internationally. In our Foodservice segment, our strategy is to align resources to focus on the smaller quick service and fast casual chains in North America as they continue to add units and expand geographically, while continuing to support our distributor partners and independent restaurants. We are also looking to strengthen ties with other types of fast-growing outlets, such as entertainment venues and restaurants within grocery stores. In our Retail segment, we are focused on expanding distribution in an effort to gain share by continuing to leverage our three-tier strategy of offering premium *Alexia*-branded products, mainstream products through *Grown in Idaho* and licensed brands and private label products.

Differentiate our global supply chain to support growth and strengthen our competitive advantage as a low-cost producer.

Our goal is to continue to drive productivity and cost savings by leveraging our Lamb Weston operating culture of continuous improvement. Our supply chain team has a strong track record of stretching existing capacity to support volume growth, improving recovery rates and managing manufacturing costs to expand gross margins. In addition, we will seek to continue to build a true integrated end-to-end global supply chain, grounded in unified information systems and processes. These efforts are focused on further enhancing production efficiencies and cost savings across North America and with our joint venture partners. We also expect to continue to invest in manufacturing assets outside North America, as we look to create a raw potato sourcing model in emerging growing regions that is similar to the one that we built in the Pacific Northwest. This would enable us to have an ongoing supply of cost-advantaged raw product to meet the needs of our customers over the long term.

Invest for growth.

We believe that demand for frozen potato products will continue to grow at an attractive rate over the long-term and that industry capacity will continue to be challenged to keep up with

expected growth rates. We have consistently committed capital to increase capacity. Over the past five years, in addition to the acquisitions we discussed above, we have invested more than $700 million to expand capacity, including new processing lines in Richland, Washington and Hermiston, Oregon. In addition, we have remained committed to our base capital program to reduce costs, stretch capacity and keep our factories well-maintained and enable operation at high utilization rates while maintaining our high standards for safety and quality. With these investments, we have been able to support our customers' growth and gain share. Over the long-term, we expect to continue to invest in new capacity where we identify opportunities to grow and generate strong returns. We also expect to complement these investments by evaluating acquisition opportunities in regions where we may have an ability to accelerate our growth.

Recent Developments

NEW NWFCS Credit Facility and Borrowings Under Existing Revolving Credit Facility

On April 20, 2020, we borrowed an additional $325.0 million under a new term loan facility (the ''New NWFCS Credit Facility'') pursuant to an amendment to the credit agreement governing the Existing NWFCS Credit Facility, which provides for our existing $300.0 million term loan facility with Northwest Farm Credit Services, PCA (the Existing NWFCS Credit Facility, together with the New NWFCS Credit Facility, are collectively referred to herein as the ''NWFCS Credit Facilities''). The additional $325.0 million term loan facility under the New NWFCS Credit Facility matures on April 20, 2025 and the proceeds of the borrowings under the facility will be used for working capital and other general corporate purposes.

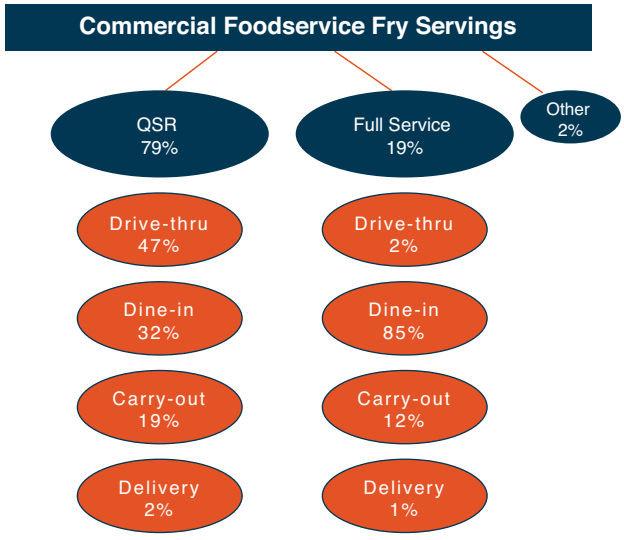
As previously disclosed, we borrowed $495.0 million under our Existing Revolving Credit Facility in late March 2020 to increase our cash position as a precautionary measure and to preserve financial flexibility given uncertainties in the global markets due to the COVID-19 pandemic. We will use the proceeds of these borrowings for working capital and general corporate purposes. We refer to the issuance of the notes offered hereby, the entry into the New NWFCS Credit Facility and the March 2020 borrowings under our Existing Revolving Credit Facility collectively as the ''Transactions.'' See ''Capitalization'' and ''Description of Other Indebtedness.''

Update on COVID-19

Efforts by national, state and local governments worldwide to control the spread of COVID-19 have resulted in widespread measures aimed at containing the disease such as quarantines, travel bans, shutdowns and shelter in place or ''stay-at-home'' orders, which have significantly restricted the movement of people and goods. These restrictions and measures, and our efforts to act in the best interests of our employees, customers, suppliers, vendors and joint venture and other business partners, have affected and are continuing to affect our business and operations by, among other things, causing the closure of many full-service restaurants; reducing demand at quick service restaurants (''QSRs''); causing us to modify a number of our normal business practices, including the ongoing evaluation of our manufacturing employees' COVID-19 symptom status; causing us to evaluate the need for facility closures or temporary shutdowns to protect employee health; disrupting production timing; disrupting our supply chain; disrupting the transport of goods from our supply chain to us and from us to our customers; requiring modifications to our business processes; requiring the modification of business continuity plans; requiring the implementation of social distancing measures that require changes to existing manufacturing practices; disrupting business travel; disrupting our ability to staff our on-site manufacturing and research and development facilities; delaying capital expansion projects and other capital expenditures; and necessitating teleworking by a large proportion of our workforce.

Prior to the COVID-19 pandemic and the implementation of the restrictions and measures described above, in our largest market, the United States, approximately 80% of all commercial foodservice french fries consumed were purchased at QSRs, with approximately one-third of these purchased via dine-in, and two-thirds via drive-thru, carry-out or delivery. Since stay-at-home and other related restrictions and measures began as a result of the COVID-19 pandemic, anecdotal reports suggest an increase in drive-thru, carry-out and delivery purchases, though not enough to offset lower overall consumer traffic. In contrast, the purchase of french fries for at-home consumption has increased.

2019 U.S. Commercial Foodservice Fry Market Overview



Source: The NPD Group/CREST® YE December 2019.

Given the uncertainty and fluidity of the current situation, we have withdrawn our full-year guidance for fiscal 2020. While we believe we have sufficient liquidity to manage through the uncertain operating environment even if it is for an extended period of time, we have taken steps to increase our liquidity and provide additional financial flexibility, including reducing operating and overhead expenditures, deferring discretionary capital expenditures and suspending our share repurchase plan. In this regard, and out of an abundance of caution, we borrowed $495.0 million under our Existing Revolving Credit Facility and an additional $325 million under the New NWFCS Credit Facility, and we are offering the notes offered hereby. Set forth below is additional detail on the impact of COVID-19 on each of our business segments:

Global: Our Global segment is comprised primarily of sales to industry-leading QSRs. While traffic at these restaurants has been negatively impacted by stay-at-home and other related restrictions and measures, drive-thru, delivery and carry-out dining options remain available in many markets. In 2019, approximately two-thirds of U.S. QSR french fry servings were sold via drive-thru, delivery or carry-out, and preliminary indications are that an increase in those methods have partially offset lost dine-in sales at QSRs.

Foodservice: Approximately 80% of our Foodservice segment sales are ultimately made to full-service restaurants and outlets that have been negatively impacted by stay-at-home and other related restrictions and measures (the remaining approximately 20% of our Foodservice segment sales are to QSRs). We expect these full-service restaurants and outlets will be more severely impacted than QSRs.

Retail: Retail demand for frozen french fries has significantly increased as food-at-home consumption has risen. We have taken steps to increase production of retail products in order to better meet the increased demand for these products.

Set forth below is additional detail regarding our exposure to our key geographic end markets:

North America: While the situation in the U.S. remains fluid, we are experiencing lower sales orders. We expect consumer traffic at full-service restaurants and operations in the U.S. to decrease significantly more than at QSRs. For the four weeks ended April 19, 2020, our North American shipments decreased approximately 40%, compared with the four weeks ended March 22, 2020, as our customers adjusted inventory levels in response to reduced demand due to stay-at-home orders and related restrictions and measures. This includes the increase we have seen in retail demand for frozen french fries in the U.S.

Europe: A high percentage of the sales of our joint venture Lamb-Weston/Meijer in Europe are to QSRs. Unlike the U.S., most consumption in European QSRs is via dine-in, carry-out or delivery as drive-thru options are limited. As a result, we expect the decline in french fry demand to be greater in Europe than in the U.S. For the four weeks ended April 19, 2020, our European joint venture's shipments decreased almost 60%, compared with the four weeks ended March 22, 2020, as customers reduced inventory levels in response to reduced demand due to stay-at-home orders and related restrictions and measures.

China: A high percentage of our sales in China are to QSRs. Unlike the U.S., most consumption in QSRs in China is dine-in, carry-out or delivery as drive-thru options are limited. For approximately a one-month period in February 2020, our shipments made to customers in China decreased by approximately 50%, compared to the same period in 2019, due to stay-at-home orders and related restrictions and measures. Since then, our shipments made to customers in China have recovered to approximately 70% of pre-COVID-19 pandemic levels.

Other Asian markets: Through April 19, 2020, we have experienced a modest impact on french fry demand in our other Asian markets, but are closely monitoring the situation.

Our primary focus and attention during this extraordinary time remains directed toward the health, safety and well-being of our employees. To that end, we have instituted enhanced protocols at our manufacturing facilities in order to protect employees, such as screening employees' temperatures, providing masks and requiring physical distancing. If an employee at one of our manufacturing facilities tests positive for COVID-19, we have developed plans to temporarily close the facility at which the employee works for a period of up to 14 days in order to sanitize and disinfect the facility before allowing employees to return to the facility and restart operations.

While the full impact of the COVID-19 pandemic on our business, financial condition and results of operations cannot be estimated at this time, we are undertaking several operational measures to address the effects of the pandemic on demand for our products. In anticipation of reductions in demand for our products, we expect to reduce contracting of raw potatoes by approximately 20%-25% for the 2020 crop year, compared with our 2019 crop year purchases. In response to the potential reduction in demand for our products, we have taken actions, and will continue to evaluate various options, to lower our cost structure and maximize the efficiency of our manufacturing operations, which may include rebalancing utilization rates across our manufacturing network.

Other Information

Although the history of the Lamb Weston brand dates to 1950, Lamb Weston Holdings, Inc. was incorporated as a Delaware corporation on July 5, 2016. Lamb Weston became an independent, publicly traded company following our spinoff from Conagra on November 9, 2016. Our principal executive offices are located at 599 S. Rivershore Lane, Eagle, Idaho 83616. Our telephone number is (208) 938-1047. Our website address is lambweston.com. Information contained on, or connected to, our website does not and will not constitute part of this offering circular, and you should rely only on the information contained in or incorporated by reference in this offering circular when making a decision as to whether to invest in the notes.

The Offering

Issuer	Lamb Weston Holdings, Inc., a Delaware corporation.
Securities Offered	$400,000,000 aggregate principal amount of % Senior Notes due 2028.
Maturity Date	The notes will mature on , 2028.
Interest	Interest on the notes will accrue at % per annum, payable semiannually in arrears on and of each year and commencing on , 2020.
Guarantees	The notes will initially be jointly and severally, fully and unconditionally guaranteed on a senior unsecured basis by each of the issuer's existing and future direct and indirect domestic subsidiaries that incurs or guarantees indebtedness under the Existing Senior Secured Credit Facilities or the NWFCS Credit Facilities (the ''guarantors''). None of our foreign subsidiaries or holding companies thereof will guarantee the notes and no foreign subsidiaries or such holding companies are expected to guarantee the notes in the future. See ''Description of Notes — Guarantees.'' As of February 23, 2020, the issuer's non-guarantor subsidiaries represented approximately 19% of our total assets (8% of which is related to goodwill and intangible assets) and approximately 3% of our total liabilities. For the LTM Period, these non-guarantor subsidiaries contributed less than 10% of our net income.
Ranking	The notes will be the issuer's senior unsecured obligations and will be: • *pari passu* in right of payment with all of the issuer's existing and future senior indebtedness; • senior in right of payment to all of the issuer's existing and future subordinated indebtedness; and • effectively subordinated in right of payment to all of the issuer's existing and future secured indebtedness, including indebtedness under the Existing Senior Secured Credit Facilities and the NWFCS Credit Facilities, to the extent of the value of the assets securing such indebtedness. The guarantees will be each guarantor's senior unsecured obligations and will be:

	• *pari passu* in right of payment with all of such guarantor's existing and future senior indebtedness; • senior in right of payment to all of such guarantor's existing and future subordinated indebtedness; and • effectively subordinated in right of payment to all of such guarantor's existing and future secured indebtedness, including its guarantee of obligations under the Existing Senior Secured Credit Facilities and the NWFCS Credit Facilities, to the extent of the value of the assets securing such indebtedness. The notes and the related guarantees will be structurally subordinated to the liabilities, including trade payables, of the issuer's existing and future subsidiaries that do not guarantee the notes. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, our total consolidated debt would have been approximately $3.5 billion, of which approximately $1.4 billion would have been secured, and we would have had $0.1 million of additional borrowing capacity under the Existing Revolving Credit Facility (after taking into account letters of credit outstanding).
Optional Redemption	Prior to , 2027 (the date that is six months prior to the maturity date), the issuer may redeem the notes, in whole at any time or in part from time to time, at a price equal to 100% of the principal amount thereof, plus the applicable ''make-whole'' premium set forth in this offering circular, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption. On and after , 2027 (the date that is six months prior to the maturity date), the issuer may redeem all or any portion of the notes, at once or over time, at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption. See ''Description of Notes — Optional Redemption.''
Change of Control	If a change of control event occurs, Lamb Weston will be required to make an offer to purchase all of the notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase. See ''Description of Notes — Repurchase at the Option of Holders Upon a Change of Control.''

Certain Covenants	The indenture that will govern the notes will contain covenants that, among other things, limit the issuer's ability and the ability of its restricted subsidiaries to: • incur, assume or guarantee additional indebtedness; • pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt; • make loans and investments; • incur or suffer to exist liens; • sell, transfer or otherwise dispose of assets; • enter into agreements that restrict distributions or other payments from restricted subsidiaries to the issuer; • engage in transactions with affiliates; • designate subsidiaries as unrestricted or restricted; and • consolidate, merge, amalgamate or transfer all or substantially all of our assets. These covenants will be subject to a number of important qualifications and exceptions as described under ''Description of Notes — Certain Covenants.''
Covenant Suspension	At any time when the notes are rated investment grade by both Moody's Investors Service, Inc. (''Moody's'') and Standard & Poor's Financial Services LLC, a division of S&P Global, Inc. (''Standard & Poor's''), and no default or event of default has occurred and is continuing under the indenture that will govern the notes, the issuer and its restricted subsidiaries will not be subject to many of the foregoing covenants. However, if the issuer and its restricted subsidiaries are not subject to such covenants and, on any subsequent date, one or both of such rating agencies withdraws its investment grade ratings assigned to the notes or downgrades the rating assigned to the notes below an investment grade rating, or if a default or event of default occurs and is continuing under the indenture that will govern the notes, then the issuer and its restricted subsidiaries will again become subject to such covenants. See ''Description of Notes — Certain Covenants — Covenant Suspension.''
Transfer Restrictions	The notes have not been and will not be registered under the Securities Act and may not be offered or sold, except pursuant to an

	exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. See ''Transfer Restrictions.''
No Prior Market	The notes will be a new class of securities for which there is currently no market. Although certain of the initial purchasers have informed us that they intend to make a market in the notes, the initial purchasers are not obligated to do so, and may discontinue market-making activities at any time without notice. Accordingly, we cannot assure you that a liquid market for the notes will develop or be maintained.
Form and Denomination of Notes	The notes will be issued in fully registered form in denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The notes will be represented by global certificates deposited with, or on behalf of, DTC or its nominee. See ''Book-Entry; Delivery and Form.''
Use of Proceeds	We intend to use the net proceeds of the notes offered hereby for working capital and other general corporate purposes. See ''Use of Proceeds.''
Risk Factors	Investing in the notes involves substantial risks and uncertainties. See ''Risk Factors'' and other information included or incorporated by reference in this offering circular for a discussion of factors you should consider carefully before deciding to purchase any notes.

Summary Historical Condensed Combined and Consolidated Financial Data

The following tables present Lamb Weston's summary historical condensed combined and consolidated financial data. The summary historical condensed combined and consolidated financial data as of May 26, 2019 and May 27, 2018, and for the years ended May 26, 2019, May 27, 2018 and May 28, 2017 are derived from Lamb Weston's audited combined and consolidated financial statements incorporated by reference into this offering circular. The summary historical condensed combined and consolidated financial data as of May 28, 2017, May 29, 2016 and May 31, 2015, and for the years ended May 29, 2016, and May 31, 2015, are derived from Lamb Weston's audited combined and consolidated financial statements not included or incorporated by reference in this offering circular. The summary historical condensed consolidated financial data as of February 23, 2020, and for the thirty-nine weeks ended February 23, 2020 and February 24, 2019, are derived from Lamb Weston's unaudited condensed consolidated financial statements incorporated by reference into this offering circular. The summary historical condensed consolidated financial data as of February 24, 2019 are derived from Lamb Weston's unaudited condensed consolidated financial statements not included or incorporated by reference in this offering circular. In the opinion of our management, our unaudited condensed consolidated financial statements were prepared on the same basis as our audited combined and consolidated financial statements and include all adjustments, consisting of only normal recurring adjustments, necessary for a fair statement of this information. The summary historical condensed consolidated financial data for the LTM Period has been derived by taking Lamb Weston's summary historical condensed consolidated statement of earnings data for the year ended May 26, 2019, less the thirty-nine weeks ended February 24, 2019, plus Lamb Weston's historical condensed consolidated statement of earnings data for the thirty-nine weeks ended February 23, 2020. Results of operations for the thirty-nine week period ended February 23, 2020 and the LTM Period are not necessarily indicative of results of operations that may be expected for the full fiscal year. The summary historical condensed consolidated financial data should be read in conjunction with our consolidated financial statements, the related notes and other financial information incorporated by reference into this offering circular.

In connection with the spinoff, Conagra transferred substantially all of the assets and liabilities and operations of the Lamb Weston business to us. Combined financial statements for Lamb Weston for periods prior to the spinoff were prepared on a stand-alone basis and were derived from Conagra's consolidated financial statements and accounting records. The combined financial statements for Lamb Weston incorporated by reference in this offering circular for periods prior to the spinoff reflect our results of operations, comprehensive income, and cash flows as our business was operated as part of Conagra prior to the spinoff and include allocations for a portion of Conagra's shared corporate general and administrative expenses. The combined results of operations, and cash flows as of dates and for periods prior to the spinoff may not be indicative of what our results of operations and cash flows would have been as a separate stand-alone public company during the periods presented, nor are they indicative of what our financial position, results of operations and cash flows may be in the future. Information related to the spinoff and its effect on our financial statements are discussed in our most recent Annual Report on Form 10-K for the fiscal year ended May 26, 2019.

For a better understanding, this section should be read in conjunction with ''Management's Discussion and Analysis of Financial Condition and Results of Operations'' and the combined and consolidated financial statements and accompanying notes incorporated by reference into this offering circular.

(dollars in millions)	For the Thirty-Nine Weeks Ended (Unaudited)		For the LTM Period Ended (Unaudited)	For the Fiscal Year Ended				
	February 23, 2020	February 24, 2019	February 23, 2020	May 26, 2019	May 27, 2018	May 28, 2017	May 29, 2016	May 31, 2015
Statement of Earnings Data								
Net sales	$2,945.5	$2,753.1	$3,948.9	$3,756.5	$3,423.7	$3,168.0	$2,993.8	$2,925.0
Costs and expenses:								
Cost of sales	2,161.4	2,000.1	2,914.3	2,753.0	2,544.2	2,389.2	2,332.0	2,337.7
Selling, general and administrative expenses	258.1	232.6	360.6	335.1	299.4	260.5	288.5	205.9
Interest expense, net	78.8	80.0	105.9	107.1	108.8	61.2	5.9	6.1
Income before income taxes and equity method investment earnings	447.2	440.4	568.1	561.3	471.3	457.1	367.4	375.3
Income tax expense	115.1	107.9	140.8	133.6	121.2	170.2	144.5	140.4
Net income attributable to Lamb Weston	$ 367.5	$ 368.2	477.9	478.6	416.8	326.9	285.3	268.3
Balance Sheet Data (at end of period)								
Cash and cash equivalents	$ 30.1	$ 17.2	$ 30.1	$ 12.2	$ 55.6	$ 57.1	$ 36.4	$ 30.6
Property, plant and equipment, net	1,554.0	1,557.0	1,554.0	1,597.8	1,420.8	1,271.2	1,043.1	1,001.3
Total assets	3,466.2	3,111.2	3,466.2	3,048.1	2,752.6	2,485.6	2,158.3	2,055.9
Long-term debt and financing obligations, excluding current portion	2,195.3	2,288.6	2,195.3	2,280.2	2,336.7	2,365.0	104.6	86.5
Working capital	503.8	401.4	503.8	408.7	411.7	302.8	370.4	362.5
Total stockholders' equity (deficit)	270.4	(56.2)	270.4	(4.6)	(334.8)	(647.2)	1,400.6	1,357.5
Statement of Cash Flows Data								
Depreciation and amortization	$ 137.5	$ 117.5	$ 182.4	$ 162.4	$ 143.3	$ 109.1	$ 95.9	$ 96.4
Additions to property, plant and equipment	(127.8)	(244.2)	(217.8)	(334.2)	(306.8)	(287.4)	(152.3)	(114.7)
Net cash flows provided by operating activities	435.7	444.4	672.2	680.9	481.2	446.9	382.3	353.7
Net cash flows (used for) investing activities	(289.8)	(333.9)	(378.9)	(423.0)	(306.8)	(285.3)	(144.3)	(171.2)
Net cash flows (used for) financing activities	(127.7)	(147.3)	(280.0)	(299.6)	(178.9)	(142.0)	(232.8)	(177.7)
Non-GAAP Financial Information								
Adjusted EBITDA[1]	$ 658.6	$ 634.4	$ 850.3	$ 826.1	$ 727.5	$ 648.3	$ 534.1	$ 478.5
Adjusted EBITDA including unconsolidated joint ventures[1]	721.5	688.9	936.9	904.3	820.4	707.1	593.4	526.1
Other Financial Data								
Total debt[2]	$2,274.8	$2,451.7	$2,274.8	$2,352.4	$2,415.4	$2,460.0	$ 143.0	$ 129.2
Secured debt[2][3]	594.8	706.2	594.8	607.5	642.4	688.6	24.9	3.5
Ratio of total debt to Adjusted EBITDA including unconsolidated joint ventures	2.4x	2.7x	2.4x	2.6x	2.9x	3.5x	0.2x	0.2x
Ratio of secured debt to Adjusted EBITDA including unconsolidated joint ventures	0.6x	0.8x	0.6x	0.7x	0.8x	1.0x	0.0x	0.0x

(1) We define ''EBITDA'' as net income attributable to Lamb Weston before interest expense, income taxes and depreciation and amortization expense, plus (minus) our proportionate share (our joint venture partner's proportionate share) of interest expense, income taxes and depreciation and amortization expense of our unconsolidated joint ventures (consolidated joint venture). We include (exclude) our proportionate share (our joint venture partner's share) of interest expense, income taxes and depreciation and amortization expense of our unconsolidated joint ventures (consolidated joint venture) given that we conduct meaningful business through these joint ventures and they provide us with significant access to cash through distributions. We define ''Adjusted EBITDA'' as EBITDA before the effect of certain expenses related to the spinoff and non-cash gains on assets for prior periods. We define ''Adjusted EBITDA including unconsolidated joint ventures'' as EBITDA before the effect of items impacting comparability such as gains or losses associated with pension plan settlements and gains or losses from the sale of assets. We exclude items impacting comparability to provide a better understanding of our core operating results given the significant impact these items have on the comparability of our operating results when comparing periods.

EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are non-GAAP financial measures used by management to enhance the understanding of our operating results. EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are key measures we use to evaluate our operational performance. We provide EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures because we believe that investors and securities analysts will find EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures to be

useful measures for evaluating our operating performance and comparing our operating performance with that of similar companies that have different capital structures and for evaluating our ability to meet our future debt service, capital expenditures, and working capital requirements. However, EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures should not be considered as alternatives to net income as a measure of operating results or as alternatives to cash flows from operating activities as a measure of liquidity in accordance with GAAP.

EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures are not calculated or presented in accordance with GAAP, and other companies in our industry may calculate these financial measures differently than we do, limiting their usefulness as comparative measures. As a result, these financial measures have limitations as analytical and comparative tools, and you should not consider these items in isolation, or as a substitute for analysis of our results and cash flows as reported under GAAP. Some of these limitations are:

- they do not reflect all of our cash expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect certain impairments and adjustments for purchase accounting;
- they do not reflect the significant interest expense or the cash requirements necessary to service interest or principal payments on debt;
- they do not reflect income tax expense or the cash requirements to pay taxes;
- they do not take into account that our unconsolidated joint ventures may not distribute cash to us because of other required uses of cash such as principal and interest payments on debt, working capital requirements, contractual or legal restrictions or negative tax consequences; and
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and they do not reflect any cash requirements for such replacements.

The following is a reconciliation of our net income attributable to Lamb Weston to EBITDA, Adjusted EBITDA and Adjusted EBITDA including unconsolidated joint ventures for the periods presented:

	For the Thirty-Nine Weeks Ended (Unaudited)	
(dollars in millions)	February 23, 2020	February 24, 2019
Net income attributable to Lamb Weston	**$367.5**	**$368.2**
Income attributable to noncontrolling interests	—	8.6
Equity method investment earnings	(35.4)	(44.3)
Interest expense, net	78.8	80.0
Income tax expense	115.1	107.9
Income from operations	526.0	520.4
Depreciation and amortization	132.6	114.0
EBITDA	**$658.6**	**$634.4**
Adjusted EBITDA[a]	**$658.6**	**$634.4**
Unconsolidated Joint Ventures		
Equity method investment earnings	35.4	44.3
Interest expense, income tax expense, and depreciation and amortization included in equity method investment earnings	24.9	20.5
Items impacting comparability[b]		
Loss on withdrawal from multiemployer pension plan	2.6	—
Add: Adjusted EBITDA from unconsolidated joint ventures	62.9	64.8
Consolidated Joint Ventures		
Income attributable to noncontrolling interests	—	(8.6)
Interest expense, income tax expense, and depreciation and amortization included in income attributable to noncontrolling interests	—	(1.7)
Subtract: EBITDA from consolidated joint ventures	—	(10.3)
Adjusted EBITDA including unconsolidated joint ventures	**$721.5**	**$688.9**

(a) There were no applicable adjustments from EBITDA to Adjusted EBITDA for the periods presented.

(b) The thirty-nine weeks ended February 23, 2020 includes a $2.6 million loss related to the withdrawal from a multiemployer pension plan by Lamb-Weston/RDO.

(dollars in millions)	For the LTM Period Ended (Unaudited) February 23, 2020	For the Fiscal Year Ended May 2019	2018	2017	2016	2015
Net income attributable to Lamb Weston	**$477.9**	**$478.6**	**$416.8**	**$326.9**	**$285.3**	**$268.3**
Income attributable to noncontrolling interests	—	8.6	16.9	13.3	9.3	9.3
Equity method investment earnings	(50.6)	(59.5)	(83.6)	(53.3)	(71.7)	(42.7)
Interest expense, net	105.9	107.1	108.8	61.2	5.9	6.1
Income tax expense	140.8	133.6	121.2	170.2	144.5	140.4
Income from operations	674.0	668.4	580.1	518.3	373.3	381.4
Depreciation and amortization	176.3	157.7	138.7	106.6	95.9	96.4
EBITDA	**$850.3**	**$826.1**	**$718.8**	**$624.9**	**$469.2**	**$477.8**
Items impacting comparability[a]						
Expenses related to the spinoff	—	—	8.7	26.5	5.3	—
Non-cash gain on assets	—	—	—	(3.1)	—	—
Expense related to actuarial losses in excess of 10% of related pension liability	—	—	—	—	59.5	—
Expenses related to SCAE Plan	—	—	—	—	0.1	0.7
Adjusted EBITDA[b]	**$850.3**	**$826.1**	**$727.5**	**$648.3**	**$534.1**	**$478.5**
Unconsolidated Joint Ventures						
Equity method investment earnings	50.6	59.5	83.6	53.3	71.7	42.7
Interest expense, income tax expense, and depreciation and amortization included in equity method investment earnings	33.4	29.0	30.3	22.5	18.2	17.6
Items impacting comparability[c]						
Loss on withdrawal from multiemployer pension plan	2.6	—	—	—	—	—
Gain related to pension plan settlement	—	—	—	—	(17.7)	—
Add: Adjusted EBITDA from unconsolidated joint ventures	86.6	88.5	113.9	75.8	72.2	60.3
Consolidated Joint Ventures						
Income attributable to noncontrolling interests	—	(8.6)	(16.9)	(13.3)	(9.3)	(9.3)
Interest expense, income tax expense, and depreciation and amortization included in equity method investment earnings	—	(1.7)	(4.1)	(3.7)	(3.6)	(3.4)
Subtract: EBITDA from consolidated joint ventures	—	(10.3)	(21.0)	(17.0)	(12.9)	(12.7)
Adjusted EBITDA including unconsolidated joint ventures	**$936.9**	**$904.3**	**$820.4**	**$707.1**	**$593.4**	**$526.1**

(a) Fiscal 2018, 2017, and 2016 include $8.7 million, $26.5 million, and $5.3 million, respectively, of expenses related to the spinoff. In fiscal 2018, the expenses related primarily to professional fees and other employee-related costs. In fiscal 2017 and 2016, the expenses related primarily to professional fees.

Fiscal 2017 includes a $3.1 million non-cash gain on assets.

Fiscal 2016 includes $59.5 million of charges reflecting Lamb Weston's portion of actuarial losses in excess of 10% of Conagra's pension liability for Conagra sponsored plans.

Fiscal 2016 and 2015 include $0.1 million and $0.7 million, respectively, related to costs incurred in connection with Conagra's initiative to improve selling, general and administrative effectiveness and efficiencies, which is referred to as the Supply Chain and Administrative Efficiency Plan.

(b) Adjusted EBITDA includes EBITDA from consolidated joint ventures.

(c) The thirty-nine weeks ended February 23, 2020 includes a $2.6 million loss related to the withdrawal from a multiemployer pension plan by Lamb-Weston/RDO.

(2) Does not reflect a reduction for debt issuance costs.

(3) Secured debt includes borrowings under our revolving credit facility, other credit facilities and our term loans due 2021 and 2024.

RISK FACTORS

An investment in the notes involves a high degree of risk. You should carefully consider the risks described below, together with the other information set forth in this offering circular and in the documents incorporated by reference in this offering circular, before making your decision to invest in the notes. Any of the following risks, as well as other risks and uncertainties, could harm the value of the notes directly or our business and financial results and thus indirectly cause the value of the notes to decline. Such risks are not the only ones that could impact our company or the value of the notes. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations. As a result of any of these risks, known or unknown, you may lose all or part of your investment in the notes.

Risks Relating to Our Industry and Our Business

Government actions to control the spread of COVID-19 have adversely impacted, and are likely to continue to adversely impact, our business, financial condition and results of operations.

The efforts by national, state and local governments worldwide to control the spread of COVID-19 have resulted in widespread measures aimed at containing the disease such as quarantines, travel bans, shutdowns and shelter in place or ''stay at home'' orders, which have significantly restricted the movement of people and goods. These restrictions and measures, and our efforts to act in the best interests of our employees, customers, suppliers, vendors and joint venture and other business partners, have affected and are continuing to affect our business and operations by, among other things, causing the closure of many sit down restaurants; reducing demand at quick service restaurants; causing us to modify a number of our normal business practices including the ongoing evaluation of our manufacturing employees' COVID-19 symptom status; evaluating the need for facility closures or temporary shutdowns to protect employee health; disrupting production timing; disrupting our supply chain; disrupting the transport of goods from our supply chain to us and from us to our customers; requiring modifications to our business processes; requiring the modification of business continuity plans; requiring the implementation of social distancing measures that require changes to existing manufacturing practices; disrupting business travel; disrupting our ability to staff our on-site manufacturing and research and development facilities; delaying capital expansion projects and other capital expenditures; and necessitating teleworking by a large proportion of our workforce. These impacts have caused and are expected to continue to cause decreases in revenue and increases in costs resulting in decreased profitability and cash flows from operations, which have caused and are expected to cause an adverse effect on our business, financial condition and results of operations that may be material.

In addition, we cannot predict the impact that the COVID-19 pandemic will have on our customers, suppliers, vendors and joint venture and other business partners, and each of their financial conditions. Any material adverse effect on these parties could adversely impact us. In this regard, the potential duration and impacts of the COVID-19 pandemic on the global economy and on our business, financial condition and results of operations are difficult to predict and cannot be estimated with any degree of certainty, but the pandemic has resulted in significant disruption of global financial markets, increases in levels of unemployment and economic uncertainty, which has adversely impacted our business and may continue to do so. These developments may lead to significant negative impacts on customer spending, demand for our products, the ability of our customers to pay, our financial condition and the financial condition of our suppliers, and may also negatively impact our access to external sources of financing to fund our operations or make capital expenditures.

The impact of COVID-19 may also exacerbate other risks discussed in this offering circular and in the sections entitled ''Risk Factors'' in our Annual Report on Form 10-K for the fiscal year ended May 26, 2019 and Quarterly Report on Form 10-Q for the fiscal quarter ended February 23, 2020 (each of which is incorporated by reference in this offering circular), any of which could have a material adverse effect on our business, financial condition and results of operations. This situation is changing rapidly and additional impacts may arise that we currently are not aware of.

Our business, financial condition and results of operations may be adversely affected by increased costs, disruption of supply or interruptions or other constraints in the availability of key commodities and other necessary services.

A significant portion of our cost of goods comes from commodities such as edible oil and energy. These commodities are subject to price volatility and fluctuations in availability caused by many factors, including changes in global supply and demand, weather conditions (including any potential effects of climate change), fire, natural disasters (such as a hurricane, tornado, earthquake, wildfire or flooding), disease or pests, agricultural uncertainty, health epidemics or pandemics or other contagious outbreaks, such as the current COVID-19 pandemic, governmental incentives and controls (including import/export restrictions, such as new or increased tariffs, sanctions, quotas or trade barriers), limited or sole sources of supply, political uncertainties, acts of terrorism, governmental instability or currency exchange rates. In addition, we also incur expenses in connection with the transportation and delivery of our products. Commodity price increases, or a sustained interruption or other constraints in the supply or availability of key commodities, including necessary services such as transportation and warehousing, may increase our operating costs and could adversely affect our business, financial condition and results of operations. We may not be able to increase our product prices and achieve cost savings that fully offset these increased costs; and increasing prices may result in reduced sales volume and decreased profitability. There is currently no active derivatives market for potatoes in the United States. Although we have experience in hedging against commodity price increases, these practices and experience reduce, but do not eliminate, the risk of negative profit impacts from commodity price increases. As a result, the risk management procedures that we use may not always work as we intend.

In addition, our future success and earnings growth depend in part on our ability to maintain the appropriate cost structure and operate efficiently in the highly competitive value-added frozen potato product category. We continue to implement profit-enhancing initiatives that improve the efficiency of our supply chain and general and administrative functions. These initiatives are focused on cost-saving opportunities in procurement, manufacturing, logistics, and customer service, as well as general and administrative functions. However, gaining additional efficiencies may become more difficult over time. In addition, we may have significant supply chain disruptions due to a number of factors outside of our control, including public health crises such as the current COVID-19 pandemic. These factors may lead to our inability to access or deliver products that meet requisite quality and safety standards in a timely and efficient manner, which could lead to increased warehouse and other storage costs. Our failure to reduce costs through productivity gains or the elimination of redundant costs, or the occurrence of a significant supply chain disruption or the inability to access or deliver products, could adversely affect our profitability and weaken our competitive position or otherwise harm our business.

Increased competition may result in reduced sales or profits.

Our business, value-added frozen potato products, is highly competitive. Our principal competitors have substantial financial, sales and marketing, and other resources. A strong competitive response from one or more of our competitors to our marketplace efforts could result in us reducing pricing, increasing promotional activity or losing market share. Competitive pressures

also may restrict our ability to increase prices, including in response to commodity and other input cost increases or additional improvements in product quality. Our profits could decrease if a reduction in prices or increased costs are not counterbalanced with increased sales volume.

Increased industry capacity may result in reduced sales or profits.

In recent years, market demand for value-added frozen potato products has exceeded industry capacity to produce these products. As additional industry capacity comes online, or market demand otherwise decreases, including as a result of the current COVID-19 pandemic, we may face competitive pressures that would restrict our ability to increase or maintain prices. Our profits would decrease as a result of a reduction in prices or sales volume.

Our business, financial condition, and results of operations could be adversely affected by the political and economic conditions of the countries in which we conduct business and other factors related to our international operations, including foreign currency risks and trade barriers.

We conduct a substantial and growing amount of business with customers located outside the United States, including through our joint ventures. During each of fiscal 2019, 2018 and 2017, net sales outside the United States, primarily in Canada, Japan, China, Korea, Mexico, and Taiwan, accounted for approximately 20% of our net sales. These amounts do not include any impact of unconsolidated net sales associated with our joint ventures, which are also subject to risks associated with international operations.

Many factors relating to our international sales and operations, many of which factors are outside of our control, could have a material adverse impact on our business, financial condition, and results of operations, including:

- foreign exchange rates, foreign currency exchange and transfer restrictions, which may unpredictably and adversely impact our combined operating results, asset and liability balances, and cash flow in our consolidated financial statements, even if their value has not changed in their original currency;
- our consolidated financial statements are presented in U.S. dollars, and we must translate the assets, liabilities, revenue and expenses into U.S. dollars for external reporting purposes;
- changes in trade, monetary and fiscal policies of the United States and foreign governments, including modification or termination of existing trade agreements (e.g., the North American Free Trade Agreement) or treaties, creation of new trade agreements or treaties (e.g. the United States — Mexico — Canada Agreement), trade regulations, and increased or new tariffs, quotas, import or export licensing requirements, and other trade barriers imposed by governments. In particular, changes in U.S. trade programs and trade relations with other countries, including the imposition of trade protection measures by foreign countries in favor of their local producers of competing products, such as governmental subsidies, tax benefits, and other measures giving local producers a competitive advantage over Lamb Weston, may adversely affect our business and results of operations in those countries;
- negative economic developments in economies around the world and the instability of governments, including the threat of wars, terrorist attacks, epidemics or civil unrest;
- pandemics and other public health crises, such as the flu and in particular the current COVID-19 pandemic, which may disrupt our supply chain or otherwise increase our storage, production or distribution costs and adversely affect our workforce, local suppliers, customers and consumers of our products;

- earthquakes, tsunamis, droughts, floods or other major disasters that may limit the supply of raw materials that are purchased abroad for use in our international operations or domestically;
- increased costs, disruptions in shipping or reduced availability of freight transportation and warehousing;
- differing labor standards in the international markets in which we operate;
- differing levels of protection of intellectual property across the international markets in which we operate;
- difficulties and costs associated with complying with U.S. laws and regulations applicable to entities with overseas operations, including the Foreign Corrupt Practices Act;
- the threat that our operations or property could be subject to nationalization and expropriation;
- varying regulatory, tax, judicial and administrative practices in the international markets in which we operate;
- difficulties associated with operating under a wide variety of complex foreign laws, treaties and regulations; and
- potentially burdensome taxation.

Any of these factors could have an adverse effect on our business, financial condition, and results of operations.

Disruption of our access to export mechanisms could have an adverse impact on our business, financial condition, and results of operations.

To serve our customers globally, we rely in part on our international joint venture partnerships, but also on exports from the United States. During fiscal 2019, 2018, and 2017, export sales from the United States accounted for approximately 16%, 17% and 19%, respectively, of our total net sales. Circumstances beyond our control, such as a labor dispute at a port or workforce disruption due to the current COVID-19 pandemic, could prevent us from exporting our products in sufficient quantities to meet customer opportunities. We have access to production outside of the United States through our facilities in Australia, Canada and China and joint ventures in Argentina and Europe, but we may be unsuccessful in mitigating any future disruption to export mechanisms. If this occurs, we may be unable to adequately supply all of our customer opportunities, which could adversely affect our business, financial condition, and results of operations.

Our substantial debt may limit cash flow available to invest in the ongoing needs of our business and could prevent us from fulfilling our debt obligations.

As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, we would have had $3,494.8 million of long-term debt, including current portion, recorded on our consolidated balance sheet and we would have had $0.1 million of additional borrowing capacity under the Existing Revolving Credit Facility (after taking into account letters of credit outstanding). Our level of debt could have important consequences. For example, it could:

- make it more difficult for us to make payments on our debt;
- require us to dedicate a substantial portion of our cash flow from operations to the payment of debt service, reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions, and other general corporate purposes;

- increase our vulnerability to adverse economic or industry conditions;
- limit our ability to obtain additional financing in the future to enable us to react to changes in our business; or
- place us at a competitive disadvantage compared to businesses in our industry that have less debt.

Our business relies on a potato crop that has a concentrated growing region.

Ideal growing conditions for the potatoes necessary for our value-added products (e.g., french fries) are concentrated in a few geographic regions globally. In the United States, most of the potato crop used in value-added products is grown in Washington, Idaho, and Oregon. European growing regions for the necessary potatoes are concentrated in the Netherlands, Austria, Belgium, Germany, France, and the United Kingdom. Recent agronomic developments have opened new growing regions, but the capital-intensive nature of our industry's production processes has kept production highly concentrated in the historical growing regions. Unfavorable crop conditions in any one region, such as the drought in Europe during our fiscal year 2019, could lead to significant demand on the other regions for production. Our inability to mitigate any such conditions by leveraging our production capabilities in other regions could negatively impact our ability to meet customer opportunities and could decrease our profitability.

Our business is affected by potato crop performance.

Our primary input is potatoes and every year, we must procure potatoes that meet the quality standards for processing into value-added products. Environmental and climate conditions, such as soil quality, moisture, and temperature, affect the quality of the potato crop on a year-to-year basis. As a result, we source potatoes from specific regions of the United States and specific countries abroad, including Australia, Austria, Belgium, France, Germany, the Netherlands, the United Kingdom, Canada, and China, where we believe the optimal potato growing conditions exist. However, severe weather conditions during the planting and growing season in these regions can significantly affect potato crop performance, such as the drought in Europe during our fiscal year 2019. Potatoes are also susceptible to pest diseases and insects that can cause crop failure, decreased yields, and negatively affect the physical appearance of the potatoes. We have deep experience in agronomy and actively work to monitor the potato crop. However, if a weather or pest-related event occurs in a particular crop year, and our agronomic programs are insufficient to mitigate the impacts thereof, we may have insufficient potatoes to meet our customer opportunities, and our competitiveness and profitability could decrease. Alternatively, overly favorable growing conditions can lead to high per acre yields and over-supply. An increased supply of potatoes could lead to overproduction of finished goods and associated increased storage costs or destruction of unused potatoes at a loss.

Changes in our relationships with our growers could adversely affect us.

We expend considerable resources to develop and maintain relationships with many potato growers. In some instances, we have entered into long-term agreements with growers; however, a portion of our potato needs are typically sourced on an annual basis. To the extent we are unable to maintain positive relationships with our long-term growers, contracted growers deliver less supply than we expect, or we are unable to secure sufficient potatoes from uncontracted growers in a given year, we may not have sufficient potato supply to satisfy our business opportunities. To obtain sufficient potato supply, we may be required to purchase potatoes at prices substantially higher than expected, or forgo sales to some market segments, which would reduce our profitability. If we

forgo sales to such market segments, we may lose customers and may not be able to replace them later.

Changes in our relationships with significant customers could adversely affect us.

We maintain a diverse customer base across our four reporting segments. Customers include global, national and regional quick serve and fast casual restaurants as well as small, independently operated restaurants, multinational, broadline foodservice distributors, as well as regional foodservice distributors, and major food retailers. Some of these customers independently represent a meaningful portion of our sales. While we contract annually or biannually with many of our foodservice customers, the loss of a significant customer or a material reduction in sales to a significant customer could materially impact the business. In addition, shelf space at food retailers is not guaranteed. Our largest customer, McDonald's Corporation, accounted for approximately 10% of our consolidated net sales in fiscal 2019, and 11% of our consolidated net sales in both 2018 and 2017. There can be no assurance that our customers will continue to purchase our products in the same quantities or on the same terms as in the past. The loss of a significant customer or a material reduction in sales to a significant customer could materially and adversely affect our business, financial condition, and results of operations.

The sophistication and buying power of some of our customers could have a negative impact on profits.

Some of our customers are large and sophisticated, with buying power and negotiating strength. These customers may be more capable of resisting price increases and more likely to demand lower pricing, increased promotional programs, or specialty tailored products. In addition, some of these customers (e.g., larger distributors and supermarkets) have the scale to develop supply chains that permit them to operate with reduced inventories or to develop and market their own brands. We continue to implement initiatives to counteract these pressures, including efficiency programs and investments in innovation and quality. However, if we are unable to counteract the negotiating strength of these customers, our profitability could decline.

We must identify changing consumer preferences and consumption trends and develop and offer food products to our customers that help meet those preferences and trends.

Consumer preferences evolve over time and our success depends on our ability to identify the tastes and dietary habits of consumers and offer products that appeal to those preferences. We need to continue to respond to these changing consumer preferences and support our customers in their efforts to evolve to meet those preferences. For example, as consumers focus on freshly prepared foods, some restaurants may choose to limit the frying capabilities of their kitchens. As a result, we must evolve our product offering to provide alternatives that work in such a preparation environment. In addition, our products contain carbohydrates, sodium, genetically modified ingredients, added sugars, saturated fats, and preservatives, the diet and health effects of which remain the subject of public scrutiny. We must continue to reformulate our products, introduce new products and create product extensions without a loss of the taste, texture, and appearance that consumers demand in value-added potato products. All of these efforts require significant research and development and marketing investments. If our products fail to meet consumer preferences or customer requirements, or we fail to introduce new and improved products on a timely basis, then the return on those investments will be less than anticipated, which could materially and adversely affect our business, financial condition, and results of operations.

A portion of our business is, and several of our growth strategies are, conducted through joint ventures that do not operate solely for our benefit.

We have built our company, in part, through the creation of joint ventures, some of which we do not control. In these relationships, we share ownership and management of a company that operates for the benefit of all owners, rather than our exclusive benefit. Through our extensive experience in operating a portion of our business through joint ventures, we understand that joint ventures often require additional resources and procedures for information sharing and decision-making. If our joint venture partners take actions that have negative impacts on the joint venture, or disagree with the strategies we have developed to grow these businesses, we may have limited ability to influence and mitigate those actions or decisions and our ability to achieve our growth strategies may be negatively impacted.

If we are unable to complete potential acquisitions that strategically fit our business objectives, integrate acquired businesses, or execute on large capital projects, our financial results could be materially and adversely affected.

From time to time, we evaluate acquisition candidates that may strategically fit our business objectives. Our acquisition activities may present financial, managerial, and operational risks. Those risks include: (i) diversion of management attention from existing businesses, (ii) difficulties integrating personnel and financial and other systems, (iii) difficulties implementing effective control environment processes, (iv) adverse effects on existing business relationships with suppliers and customers, (v) inaccurate estimates of fair value made in the accounting for acquisitions and amortization of acquired intangible assets, which would reduce future reported earnings, (vi) potential loss of customers or key employees of acquired businesses, and (vii) indemnities and potential disputes with the sellers. If we are unable to complete acquisitions or successfully integrate and develop acquired businesses or execute on large capital projects, such as new production lines, our financial results could be materially and adversely affected.

New regulations imposed by the FDA or EFSA around acrylamide formation in french fried potato products could adversely affect us.

The regulation of food products, both within the United States and internationally, continues to be a focus for governmental scrutiny. The presence and/or formation of acrylamide in french fried potato products has become a global regulatory issue as both the U.S. Food and Drug Administration (''FDA'') and the European Food Safety Authority (''EFSA'') have issued guidance to the food processing industry to work to reduce conditions that favor the formation of this naturally occurring compound. Acrylamide formation is the result of heat processing reactions that give ''browned foods'' their desirable flavor. Acrylamide formation occurs in many food types in the human diet, including but not limited to breads, toast, cookies, coffee, crackers, potatoes, and olives. The regulatory approach to acrylamide has generally been to encourage the industry to achieve as low as reasonably achievable content levels through process control (temperature) and material testing (low sugar and low asparagine). However, limits for acrylamide content have been established for some food types in the State of California, and point of sale consumer warnings are required if products exceed those limits. In addition, the EFSA has recently promulgated regulations establishing specific mitigation measures, sampling and analysis procedures and benchmark levels for acrylamide in certain food products. If the global regulatory approach to acrylamide becomes more stringent and additional legal limits are established, our manufacturing costs could increase. In addition, if consumer perception regarding the safety of our products is negatively impacted due to regulation, sales of our products could decrease.

If we fail to comply with the many laws and regulations applicable to our business, we may face lawsuits or incur significant fines and penalties.

Our facilities and products are subject to many laws and regulations administered by the U.S. Department of Agriculture, the FDA, the Occupational Safety and Health Administration, and other federal, state, local, and foreign governmental agencies relating to the processing, packaging, storage, distribution, advertising, labeling, quality, and safety of food products, the health and safety of our employees, and the protection of the environment. Our failure to comply with applicable laws and regulations could subject us to lawsuits, administrative penalties, and civil remedies, including fines, injunctions, and recalls of our products.

Our operations are also subject to extensive and increasingly stringent regulations administered by the Environmental Protection Agency, and comparable state agencies, which pertain to the discharge of materials into the environment and the handling and disposition of wastes. Failure to comply with these regulations can have serious consequences, including civil and administrative penalties and negative publicity. Changes in applicable laws or regulations or evolving interpretations thereof, including increased government regulations to limit carbon dioxide and other greenhouse gas emissions as a result of concern over climate change, may result in increased compliance costs, capital expenditures, and other financial obligations for us, which could affect our profitability or impede the production or distribution of our products, which could adversely affect our business, financial condition, and results of operations.

Litigation could expose us to significant costs and adversely affect our business, financial condition, and results of operations.

We are, or may become, party to various lawsuits and claims arising in the ordinary course of business, which may include lawsuits or claims relating to commercial liability, product recalls, product liability, product claims, employment matters, environmental matters, or other aspects of our business. Litigation is inherently unpredictable, and although we may believe we have meaningful defenses in these matters, we may incur judgments or enter into settlements of claims that could have a material adverse effect on our business, financial condition, and results of operations. The costs of responding to or defending litigation may be significant and may divert the attention of management away from our strategic objectives. There may also be adverse publicity associated with litigation that may decrease customer confidence in our business, regardless of whether the allegations are valid or whether we are ultimately found liable. As a result, litigation may have a material adverse effect on our business, financial condition, and results of operations.

We may be subject to product liability claims and product recalls, which could negatively impact our relationships with customers and harm our business.

We sell food products for human consumption, which involves risks such as product contamination or spoilage, product tampering, other adulteration of food products, mislabeling, and misbranding. We may voluntarily recall or withdraw products from the market in certain circumstances, which would cause us to incur associated costs; those costs could be meaningful. We may also be subject to litigation, requests for indemnification from our customers, or liability if the consumption or inadequate preparation of any of our products causes injury, illness, or death. A significant product liability judgment or a widespread product recall may negatively impact our sales and profitability for a period of time depending on the costs of the recall, the destruction of product inventory, product availability, competitive reaction, customer reaction, and consumer attitudes. Even if a product liability claim is unsuccessful or is not fully pursued, the negative publicity surrounding any assertion that our products caused illness or injury could adversely affect our reputation with existing and potential customers and our corporate and brand image.

Additionally, as a manufacturer and marketer of food products, we are subject to extensive regulation by the FDA and other national, state and local government agencies. The Food, Drug & Cosmetic Act and the Food Safety Modernization Act and their respective regulations govern, among other things, the manufacturing, composition and ingredients, packaging and safety of food products. Some aspects of these laws use a strict liability standard for imposing sanctions on corporate behavior; meaning that no intent is required to be established. If we fail to comply with applicable laws and regulations, we may be subject to civil remedies, including fines, injunctions, recalls, or seizures, as well as criminal sanctions, any of which could have a material adverse effect on our business, financial condition, and results of operations.

Damage to our reputation as a trusted partner to customers and good corporate citizen could have a material adverse effect on our business, financial condition, and results of operations.

Our customers rely on us and our co-manufacturers to manufacture safe, high quality food products. Product contamination or tampering, the failure to maintain high standards for product quality, safety, and integrity, or allegations of product quality issues, mislabeling or contamination, even if untrue, may damage the reputation of our customers, and ultimately our reputation as a trusted industry partner. Damage to either could reduce demand for our products or cause production and delivery disruptions.

Our reputation could also be adversely impacted by any of the following, or by adverse publicity (whether or not valid) relating thereto: the failure to maintain high ethical, social, and environmental standards for our operations and activities; our research and development efforts; our environmental impact, including use of agricultural materials, packaging, energy use, and waste management; our failure to comply with local laws and regulations; our failure to maintain an effective system of internal controls; or our failure to provide accurate and timely financial information. Damage to our reputation or loss of customer confidence in our products for any of these or other reasons could result in decreased demand for our products and could have a material adverse effect on our business, financial condition, and results of operations, as well as require additional resources to rebuild our reputation.

Our results could be adversely impacted as a result of increased pension, labor and people-related expenses.

Inflationary pressures and any shortages in the labor market could increase labor costs, which could have a material adverse effect on our business, financial condition or results of operations. Our labor costs include the cost of providing employee benefits in the United States and foreign jurisdictions, including pension, health and welfare, and severance benefits. Changes in interest rates, mortality rates, health care costs, early retirement rates, investment returns, and the market value of plan assets can affect the funded status of our defined benefit plans and cause volatility in the future funding requirements of the plans. A significant increase in our obligations or future funding requirements could have a negative impact on our results of operations and cash flows from operations. Additionally, the annual costs of benefits vary with increased costs of health care and the outcome of collectively-bargained wage and benefit agreements.

We are significantly dependent on information technology, and we may be unable to protect our information systems against service interruption, misappropriation of data, or breaches of security.

We rely on information technology networks and systems, including the Internet, to process, transmit, and store electronic and financial information, to manage and support a variety of business processes and activities, and to comply with regulatory, legal, and tax requirements. Despite careful security and controls design, implementation, updating and independent third-party

verification, our information technology systems, some of which are dependent on services provided by third parties, may be vulnerable to damage, invasions, disruptions, or shutdowns due to any number of causes such as catastrophic events, natural disasters, infectious disease outbreaks and other public health crises, fires, power outages, systems failures, telecommunications failures, security breaches, computer viruses, hackers, employee error or malfeasance, and other causes. Increased cybersecurity threats pose a potential risk to the security and viability of our information technology systems, as well as the confidentiality, integrity, and availability of the data stored on those systems. If we do not allocate and effectively manage the resources necessary to build and sustain the proper technology infrastructure and to maintain and protect the related automated and manual control processes, we could be subject to billing and collection errors, business disruptions, or damage resulting from security breaches. If any of our significant information technology systems suffer severe damage, disruption, or shutdown and our business continuity plans do not effectively resolve the issues in a timely manner, our product sales, financial condition, and results of operations may be materially and adversely affected, and we could experience delays in reporting our financial results. Any interruption of our information technology systems could have operational, reputational, legal, and financial impacts that may have a material adverse effect on our business, financial condition and results of operations.

In addition, if we are unable to prevent security breaches or unauthorized disclosure of non-public information, we may suffer financial and reputational damage, litigation or remediation costs, fines, or penalties because of the unauthorized disclosure of confidential information belonging to us or to our partners, customers or suppliers.

Misuse, leakage, or falsification of information could result in violations of data privacy laws and regulations, potentially significant fines and penalties, damage to our reputation and credibility, loss of strategic opportunities, and loss of ability to commercialize products developed through research and development efforts and, therefore, could have a negative impact on net sales. In addition, we may face business interruptions, litigation, and financial and reputational damage because of lost or misappropriated confidential information belonging to us, our current or former employees, or to our suppliers or customers, and may become subject to legal action and increased regulatory oversight. We could also be required to spend significant financial and other resources to remedy the damage caused by a security breach or to repair or replace networks and information systems.

We intend to replace our information technology infrastructure, and plan to implement a new enterprise resource planning system. Problems with the transition, design, or implementation of this upgrade could interfere with our business and operations and adversely affect our financial condition.

We are currently in the process of replacing our information technology infrastructure with a new enterprise resource planning (''ERP'') system, which we expect to implement during fiscal 2021. We may experience difficulties as we transition to new upgraded systems and processes. These difficulties may include loss of data; difficulty in processing customer orders, shipping products, or providing services and support to our customers; difficulty in billing and tracking our orders; difficulty in completing financial reporting and filing reports with the SEC in a timely manner; or challenges in otherwise running our business. We may also experience decreases in productivity as our personnel implement and become familiar with new systems and processes. Any disruptions, delays, or deficiencies in the transition, design, and implementation of a new ERP system, particularly any disruptions, delays, or deficiencies that impact our operations, could have a material adverse effect on our business, financial condition, and results of operations. Even if we do not encounter adverse effects, the transition, design, and implementation of a new ERP system, may be much more costly than we anticipated.

We identified a material weakness in our internal control related to ineffective information technology general controls which, if not remediated appropriately or timely, could materially and adversely affect our business, financial condition and results of operations.

Internal controls related to the operation of technology systems are critical to maintaining adequate internal control over financial reporting. As disclosed in our Annual Report on Form 10-K for the fiscal year ended May 26, 2019 (which is incorporated by reference in this offering circular), when assessing the effectiveness of internal control over financial reporting as of May 26, 2019, management identified a material weakness in an internal control over the timely termination of temporary access to an information technology system that supports our financial reporting processes that was granted to certain authorized members of our application support team. As a result, we concluded that our internal control over financial reporting was not effective as of May 26, 2019. We are implementing remedial measures and, while there can be no assurance that our efforts will be successful, we plan to remediate the material weakness prior to the end of fiscal 2020. If we are unable to remediate the material weakness or are otherwise unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process and report financial information accurately, and to prepare financial statements within required time periods, could be adversely affected.

If we were unable to prepare our future financial statements in conformity with GAAP as required, such circumstances would expose us to potential events of default (if not cured or waived) under the financial and operating covenants contained in our various debt instruments and cause us to seek any necessary consents, waivers or amendments from our lenders. Under such circumstances, we would face the risk that we may not be able to obtain any such consents, waivers or amendments, that the terms of any such consents, waivers or amendments might be less favorable than the current terms of our indebtedness or we may not be able to refinance our existing indebtedness to enable us to repay that indebtedness when it becomes due. Also, if we were unable to prepare our future financial statements in conformity with GAAP as required, it could result in damage to our reputation or lead to regulatory proceedings or private litigation, any or all of which could result in additional business disruptions and the Company incurring potentially substantial costs, and our stock price could be adversely impacted.

Accordingly, if we are unable to remediate the material weakness in the future or are otherwise unable to maintain effective internal control over financial reporting or disclosure controls and procedures, such events could materially and adversely affect our business, financial condition and results of operations.

There are inherent limitations on the effectiveness of our controls.

We do not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met, as noted in our material weakness described above. The design of a control system must reflect the fact that resource constraints exist, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate due to changes in conditions or deterioration in the degree of compliance with policies or procedures. If our controls become inadequate, we could fail to meet our financial reporting obligations, our reputation may be

adversely affected, our business, financial condition, and results of operations could be adversely affected, and the market price of our stock could decline.

If we are unable to attract and retain key personnel, our business could be materially and adversely affected.

Our success depends on our ability to attract and retain personnel with professional and technical expertise, such as agricultural and food manufacturing experience, as well as finance, marketing, and other senior management professionals. The market for these employees is competitive, and we could experience difficulty from time to time in hiring and retaining the personnel necessary to support our business. If we do not succeed in retaining our current employees and attracting new high-quality employees, our business could be materially and adversely affected.

Climate change, or legal, regulatory, or market measures to address climate change, may negatively affect our business and operations.

There is growing concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns, the frequency and severity of extreme weather, and natural disasters. In the event that climate change has a negative effect on agricultural productivity, we may be subject to decreased availability or less favorable pricing for certain commodities that are necessary for our products, such as potatoes and oils. In addition, water is an important part of potato processing. We may be subjected to decreased availability or less favorable pricing for water, which could impact our manufacturing and distribution operations. The increasing concern over climate change also may result in more regional, federal, and/or global legal and regulatory requirements to reduce or mitigate the effects of greenhouse gases, as well as more stringent regulation of water rights. In the event that such regulation is enacted and is more aggressive than the sustainability measures that we are currently undertaking to monitor our emissions, improve our energy efficiency, and reduce and reuse water, we may experience significant increases in our costs of operation and delivery. As a result, climate change could negatively affect our business and operations.

Deterioration of general economic conditions could harm our business and results of operations.

Our business, financial condition and results of operations may be adversely affected by changes in national or global economic conditions, including interest rates, access to capital markets, consumer spending rates, energy availability and costs (including fuel surcharges), and the effects of governmental initiatives to manage economic conditions.

Volatility in financial markets and deterioration of national and global economic conditions, including as a result of the current COVID-19 pandemic, could impact our business and operations in a variety of ways, including as follows:

- decreased demand in the restaurant business, particularly quick service and other casual dining, which may adversely affect our business;
- volatility in commodity and other input costs could substantially impact our results of operations;
- volatility in the financial markets or interest rates could substantially impact our pension costs and required pension contributions;

- it may become more costly or difficult to obtain debt or equity financing to fund operations or investment opportunities, or to refinance our debt in the future, in each case on terms and within a time period acceptable to us; and
- it may become more costly to access funds internationally.

Impairment in the carrying value of goodwill or other intangibles could result in the incurrence of impairment charges and negatively impact our net worth.

As of February 23, 2020, we had goodwill of $303.0 million and other intangibles of $39.0 million. The net carrying value of goodwill represents the fair value of acquired businesses in excess of identifiable assets and liabilities as of the acquisition date (or subsequent impairment date, if applicable). The net carrying value of other intangibles represents the fair value of brands, trademarks, licensing agreements, customer relationships, and other acquired intangibles as of the acquisition date (or subsequent impairment date, if applicable), net of accumulated amortization. Goodwill and other acquired intangibles expected to contribute indefinitely to our cash flows are not amortized, but must be evaluated by management at least annually for impairment. Amortized intangible assets are evaluated for impairment whenever events or changes in circumstance indicate that the carrying amounts of these assets may not be recoverable. Impairments to goodwill and other intangible assets may be caused by factors outside our control, such as increasing competitive pricing pressures, lower than expected revenue and profit growth rates, changes in industry EBITDA multiples, changes in discount rates based on changes in cost of capital (interest rates, etc.), or the bankruptcy of a significant customer, and could result in the incurrence of impairment charges and negatively impact our net worth.

We have a limited operating history as an independent public company, and our historical financial information is not necessarily indicative of our future financial condition, results of operations, or cash flows nor do they reflect what our financial condition, results of operations or cash flows would have been as an independent public company during the periods presented.

Our historical financial statements do not necessarily reflect what our financial condition, results of operations, or cash flows would have been as an independent public company during certain of the periods presented and is not necessarily indicative of our financial condition, results of operations, or cash flows for future periods. This is primarily a result of the following factors:

- our historical combined financial results prior to the spinoff reflect allocations of expenses for services historically provided by Conagra, and may not fully reflect the increased costs associated with being an independent public company, including significant changes in our cost structure, management, financing arrangements, and business operations as a result of our spinoff from Conagra;
- our working capital requirements and capital expenditures historically have been satisfied as part of Conagra's corporate-wide capital access, capital allocation, and cash management programs; our debt structure and cost of debt and other capital is significantly different from that reflected in our historical combined financial statements; and
- our historical combined financial information may not fully reflect the effects of certain liabilities that were incurred or assumed by us and may not fully reflect the effects of certain assets that were transferred to, and liabilities that were assumed by, Conagra.

Risks Relating to This Offering and the Notes

Unless otherwise indicated or the context otherwise requires, references under this subsection to ''us,'' ''our,'' or ''we'' refer to Lamb Weston and not to any of its subsidiaries or affiliates.

We have substantial indebtedness, and the degree to which we will be leveraged following the offering of the notes may limit cash flow available to invest in the ongoing needs of our business and could prevent us from fulfilling our debt obligations.

As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, our outstanding indebtedness would have been approximately $3.5 billion, consisting of $325.0 million of indebtedness under the New NWFCS Credit Facility, $292.5 million of indebtedness under the Existing NWFCS Credit Facility, $281.3 million of indebtedness under the Existing Term Loan Facility, $495.0 million of indebtedness under the Existing Revolving Credit Facility, $833.0 million of indebtedness under our 4.625% Senior Notes due 2024 (the ''2024 Notes''), $833.0 million of indebtedness under our 4.875% Senior Notes due 2026 (the ''2026 Notes,'' and, together with the 2024 Notes, the ''Existing Notes''), $400.0 million of the notes offered hereby, $21.0 million of other short-term borrowings and $14.0 million of other long-term debt. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, we would have had $0.1 million of additional borrowing capacity under the Existing Revolving Credit Facility (after taking into account letters of credit outstanding).

Our level of debt could have important consequences. For example, it could:

- make it more difficult for us to make payments on our debt;
- require us to dedicate a substantial portion of our cash flow from operations to the payment of debt service, reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes;
- increase our vulnerability to adverse economic or industry conditions; or
- limit our ability to obtain additional financing in the future to enable us to react to changes in our business.

Further, our substantial leverage could put us at a competitive disadvantage compared to our competitors that are less leveraged. These competitors could have greater financial flexibility to pursue strategic acquisitions and secure additional financing for their operations.

Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. Although the indenture that will govern the notes, the indentures governing our Existing Notes, and the credit agreements that govern the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and the indebtedness incurred in compliance with these qualifications and exceptions could be substantial. Upon consummation of the Transactions, we expect to have capacity to incur additional indebtedness.

If we incur any additional indebtedness that ranks equally with the notes and the guarantees thereof, the holders of that indebtedness will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of Lamb Weston. Further, subject to the restrictions in the credit agreements that govern the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities,

the indenture that will govern the notes and indentures that govern our Existing Notes, we also will have the ability to incur additional secured indebtedness that would be effectively senior to the notes offered hereby.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could harm our business, financial condition and results of operations.

Our ability to make payments on and to refinance our indebtedness, including the notes, and to fund our operations will depend on our ability to generate cash in the future, which, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule or at all or that future borrowings will be available to us under the Existing Senior Secured Credit Facilities, the NWFCS Credit Facilities or otherwise in amounts sufficient to enable us to service our indebtedness, including the notes, or to fund our other liquidity needs. If we cannot service our debt, we will have to take actions such as reducing or delaying capital investments, selling assets, restructuring or refinancing our debt or seeking additional equity capital. We cannot assure you that any of these remedies could, if necessary, be effected on commercially reasonable terms, or at all. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments, including the indenture that will govern the notes, the indentures that govern our Existing Notes and the credit agreements that govern the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities, may restrict us from adopting any of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness on acceptable terms and would otherwise adversely affect the notes.

Repayment of our debt, including the notes, is dependent on cash flow generated by our subsidiaries.

Our subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of our indebtedness, including the notes, is dependent, to a significant extent, on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes, our subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture that will govern the notes will limit the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

The agreements governing our debt contain various covenants that impose restrictions on us that may affect our ability to operate our business.

The credit agreements that govern the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities and the indentures that govern our Existing Notes contain, and the indenture that will govern the notes is expected to contain, covenants that, among other things, limit our and our restricted subsidiaries' ability to:

- incur, assume or guarantee additional indebtedness;
- pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt;
- make loans and investments;
- incur or suffer to exist liens;
- sell, transfer or otherwise dispose of assets;
- enter into agreements that restrict distributions or other payments from restricted subsidiaries to us;
- engage in transactions with affiliates; and
- consolidate, merge, amalgamate or transfer all or substantially all of our assets.

See ''Description of Other Indebtedness'' and ''Description of Notes — Certain Covenants.'' These restrictions on our ability to operate our business could harm our business by, among other things, limiting our ability to take advantage of financing, merger and acquisition and other corporate opportunities.

Various risks, uncertainties and events beyond our control could affect our ability to comply with these covenants. Failure to comply with any of the covenants in our existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity of the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, we might not have sufficient funds or other resources to satisfy all of our obligations, including our obligations under the notes.

In addition, the restrictive covenants in the credit agreements that govern the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities require us to maintain specified financial ratios and satisfy other financial condition tests. We cannot provide assurance that we will continue to be in compliance with these ratios and tests. Our ability to continue to meet those financial ratios and tests will depend on our ongoing financial and operating performance, which, in turn, will be subject to economic conditions and to financial, market, and competitive factors, many of which are beyond our control. A breach of any of these covenants could result in a default under one or more of our debt instruments, including as a result of cross default provisions and, in the case of the Existing Revolving Credit Facility, permit the lenders thereunder to cease making loans to us. Upon the occurrence of an event of default under the Existing Senior Secured Credit Facilities or NWFCS Credit Facilities, the lenders could elect to declare all amounts outstanding thereunder to be immediately due and payable and terminate all commitments to extend further credit. Such action by the lenders could cause cross-defaults under the indenture that will govern the notes. See ''Description of Other Indebtedness.''

Additionally, any failure to meet required payments on our debt, or failure to comply with any covenants in the instruments governing our debt, could result in a downgrade to our credit ratings. A downgrade in our credit ratings could limit our access to capital and increase our borrowing

costs. Further, under the terms of the tax matters agreement we entered into with Conagra at the spinoff, we may not retire, repurchase, or significantly modify our Existing Notes during the five-year period following the spinoff.

Many of the covenants in the indenture that will govern the notes will not be applicable during any period when the notes are rated investment grade by Moody's and Standard & Poor's and no default has occurred and is continuing.

Many of the covenants that will be contained in the indenture that will govern the notes will not apply during any period when such notes are rated investment grade by both Moody's and Standard & Poor's and no default has occurred and is continuing under such indenture. See ''Description of Notes — Certain Covenants — Covenant Suspension.'' These covenants restrict, among other things, our ability and the ability of our restricted subsidiaries to incur or guarantee additional indebtedness, to pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt, sell assets, consolidate, merge or transfer all or substantially all of our assets and enter into certain other transactions. We cannot predict if the notes will ever be rated investment grade or, if they are in the future rated investment grade, that such notes will maintain such rating. However, suspension of these covenants would allow us and our restricted subsidiaries to engage in certain actions that would not have been permitted were these covenants in force, and the effects of any such actions that we and our restricted subsidiaries take while these covenants are not in force will be permitted to remain in place even if the notes are subsequently downgraded below investment grade and the covenants are reinstated.

The notes are not secured by our assets or those of the guarantors, and the lenders under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities are entitled to remedies available to a secured lender, which gives them priority over you to collect amounts due to them.

The notes and the guarantees will be our and the guarantors' unsecured obligations ranking junior in right of payment to all of our existing and future secured indebtedness and that of each guarantor, including indebtedness under the Existing Senior Secured Credit Facilities and the NWFCS Credit Facilities, to the extent of the value of the assets securing such indebtedness. Our obligations under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities are secured by a first priority pledge of all of the capital stock of our and the guarantors' direct domestic subsidiaries and 65% of the capital stock of our and the guarantors' direct foreign subsidiaries (subject to customary exceptions) and substantially all of our assets and substantially all of the assets of the guarantors (excluding real estate). If we become insolvent or are liquidated, or if payment under the Existing Senior Secured Credit Facilities or the NWFCS Credit Facilities or in respect of any other secured indebtedness is accelerated, the lenders under the foregoing credit facilities or the holders of other secured indebtedness will be entitled to exercise the remedies available to a secured lender under applicable law (in addition to any remedies that may be available under the documents pertaining to the Existing Senior Secured Credit Facilities or NWFCS Credit Facilities or other secured debt). Upon the occurrence of any default under the Existing Senior Secured Credit Facilities or NWFCS Credit Facilities (and even without accelerating the indebtedness under such credit facilities), the lenders may be able to prohibit the payment of the notes and guarantees either by limiting our ability to access our cash flow or under the subordination provisions contained in the indenture that will govern the notes. In addition, if we or a guarantor are involved in a bankruptcy, foreclosure, dissolution, winding-up, liquidation, reorganization or a similar proceeding or upon a default in payment on, or the acceleration of, any of our secured indebtedness, our or such guarantor's assets that secure such indebtedness will be available to pay obligations on the notes only after all indebtedness under such secured indebtedness has been paid in full from those assets. Holders of the notes will participate ratably

with all holders of our unsecured debt that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. We may not have sufficient assets remaining to pay amounts due on any or all of the notes then outstanding.

The notes will be structurally subordinated to the existing and future liabilities of certain of our subsidiaries that are not guaranteeing the notes.

The notes offered hereby will not be guaranteed by certain of our current and future subsidiaries, including all of our foreign subsidiaries. As a result, the notes will be structurally subordinated to all existing and future liabilities of such non-guarantor subsidiaries. Our rights and the rights of our creditors to participate in the assets of any non-guarantor subsidiary in the event that such a subsidiary is liquidated or reorganized will be subject to the prior claims of such subsidiary's creditors. As a result, all indebtedness and other liabilities, including trade payables, of our non-guarantor subsidiaries, whether secured or unsecured, must be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us in order for us to meet our obligations with respect to the notes. To the extent that we may be a creditor with recognized claims against any non-guarantor subsidiary, our claims would still be subject to the prior claims of such subsidiary's creditors to the extent that they are secured or senior to those held by us. As of February 23, 2020, our non-guarantor subsidiaries represented approximately 19% of our consolidated total assets (8% of which is related to goodwill and intangible assets) and approximately 3% of our consolidated total liabilities. For the LTM Period, these non-guarantor subsidiaries contributed less than 10% of our consolidated net income. Subject to restrictions contained in financing arrangements, our non-guarantor subsidiaries may incur additional indebtedness and other liabilities, all of which would rank structurally senior to the notes.

Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes.

Our issuance of the notes and the issuance of the guarantees by the guarantors may be subject to review under federal and state fraudulent transfer and conveyance statutes if a bankruptcy, liquidation or reorganization case or a lawsuit, including circumstances in which bankruptcy is not involved, were commenced at some future date by, or on behalf of, our or a guarantor's estate and/or unpaid creditors of us or the guarantors. While the relevant laws may vary from state to state, under such laws the issuance of the notes and the guarantees and the application of the proceeds therefrom will be a fraudulent transfer or fraudulent conveyance if (i) we issued the notes or any of the guarantors issued the guarantees with the intent of hindering, delaying or defrauding creditors or (ii) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the notes or a guarantee, and, in the case of clause (ii) only, one of the following is true:

- we or any of the guarantors were or was insolvent, or rendered insolvent, by reason of such transactions;
- we or any of the guarantors were or was engaged in a business or transaction for which Lamb Weston's or the applicable guarantor's assets constituted unreasonably small capital; or
- we or any of the guarantors intended to, or believed that it would, be unable to pay debts as they matured.

If a court were to find that the issuance of the notes or a guarantee was a fraudulent transfer or fraudulent conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness

of ours or of the applicable guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any payment on the notes.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon the governing law, such that we cannot be certain as to the standards a court would use to determine whether or not we or any of the guarantors was insolvent at the relevant time, or, regardless of the standard that a court uses, that it would not determine that we or a guarantor was indeed insolvent on that date; that any payments to the holders of the notes (including under the guarantees) did not constitute preferences, fraudulent transfers or fraudulent conveyances on other grounds; or that the issuance of the notes and the guarantees would not be subordinated to our or any guarantor's other debt. Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts was greater than the fair value of all its assets;
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its existing debts and liabilities as they become due; or
- it cannot pay its debts as they become due.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is satisfied. A court passing on a guarantor regarding any guarantee could conclude that such guarantee constituted a fraudulent conveyance or fraudulent transfer, as a court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee if such guarantor did not substantially benefit directly or indirectly from the issuance of the notes or the applicable guarantee. Specifically, if the guarantees were legally challenged, any guarantee could be subject to the claim that, since the guarantee was incurred for our benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than reasonably equivalent value or fair consideration. Therefore, a court could void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the notes. Each guarantee contains a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective as a legal matter to protect the guarantees from being voided under fraudulent transfer laws.

In addition, any payment by us under the notes or by a guarantor under a guarantee made at a time that we or such guarantor were to be found to be insolvent could be voided and required to be returned to us or such guarantor or to a fund for the benefit of our or such guarantor's creditors if such payment is made to an insider within a one-year period prior to a bankruptcy filing or within 90 days for any outside party and such payment would give such insider or outsider party more than such creditor would have received in a distribution under the U.S. Bankruptcy Code in a hypothetical Chapter 7 case.

Finally, as a court of equity, the bankruptcy court may otherwise subordinate the claims in respect of the notes or the guarantees to other claims against us or the guarantors under the principle of equitable subordination, if the court determines that: (i) the holder of the notes engaged in some type of inequitable conduct; (ii) such inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holder of the notes; and (iii) equitable subordination is not inconsistent with the provisions of the U.S. Bankruptcy Code.

Because each guarantor's liability under its guarantee may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors.

You will have the benefit of the guarantees of the guarantors. The guarantees by the guarantors, however, are limited to the maximum amount that the guarantors are permitted to guarantee under applicable law. As a result, a guarantor's liability under its guarantee could be reduced to zero, depending upon the amount of other obligations of such guarantors. Furthermore, a court under federal and state fraudulent conveyance and transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the applicable guarantor. See '' — Federal and state fraudulent transfer of laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes.''

The lenders under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities have the discretion to release the guarantors under such credit facilities in a variety of circumstances, or such guarantors may be automatically released, which will cause those guarantors to be automatically released from their guarantees of the notes.

While any obligations under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities remain outstanding, any guarantee of the notes may be released without action by, or consent of, any holder of the notes or the trustee under the indenture that will govern the notes, if the related guarantor is no longer a guarantor of obligations under either the Existing Senior Secured Credit Facilities or the NWFCS Credit Facilities. The lenders under the foregoing credit facilities will have the discretion to release the guarantees thereunder in a variety of circumstances and, in some circumstances, such guarantors will be automatically released. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to claims of holders of the notes. See ''Description of Notes — Guarantees.''

There are restrictions on your ability to resell the notes.

The notes have not been and will not be registered under the Securities Act or any state securities laws. Absent registration, the notes may be offered or sold only in transactions that are not subject to, or that are exempt from, the registration requirements of the Securities Act and applicable state securities laws. By purchasing the notes, you will be deemed to have made certain acknowledgments, representations and agreements as set forth under ''Transfer Restrictions.'' You should be aware that you may be required to bear the financial risk of your investment in the notes for an indefinite period of time.

There is no established public trading market for the notes.

The notes will constitute a new issue of securities with no established trading market. Accordingly, there can be no assurance as to the development or liquidity of any market for the notes. The initial purchasers have advised us that they currently intend to make a market in the notes, but they are not obligated to do so and any market making with respect to the notes may be discontinued at any time without notice. Accordingly, there can be no assurance regarding any future development of a trading market for the notes, the ability of holders of notes to sell their notes or the price at which such holders may be able to sell their notes.

Even if an active trading market for the notes does develop, there is no guarantee that it will continue. Historically, the market for non-investment grade debt has been subject to severe disruptions that have caused substantial volatility in the prices of securities similar to the notes. The

market, if any, for the notes may experience similar disruptions, and any such disruptions may adversely affect the liquidity in that market or the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors. You should not purchase any of the notes unless you understand and know you can bear all of the investment risks involving the notes.

We do not intend to apply to list the notes for trading on any securities exchange or to arrange for quotation on any automated dealer quotation system.

We may not be able to fulfill our repurchase obligations in the event of a change of control.

Upon the occurrence of any change of control (as defined in the indenture that will govern the notes), we will be required to make a change of control offer to purchase the notes. Upon the occurrence of a change of control, we would also be required to repay all of the indebtedness outstanding under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities and make a change of control offer to purchase the notes and the Existing Notes. Also, as the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities generally prohibit us from purchasing any notes, if we do not repay all borrowings under the respective credit facility first or obtain the consent of the lenders thereunder, we will be prohibited from purchasing the notes upon a change of control.

In addition, if a change of control occurs, there can be no assurance that we will have available funds sufficient to pay the change of control purchase price for any of the notes that might be delivered by holders of the notes seeking to accept the change of control offer, and, accordingly, none of the holders of the notes may receive the change of control purchase price for their notes. Our failure to make the change of control offer or to pay the change of control purchase price when due would result in a default under the indenture that will govern the notes. See ''Description of Notes — Events of Default.''

Certain corporate events may not trigger a change of control, in which case we will not be required to redeem the notes.

The indenture that will govern the notes will permit us to engage in certain important corporate events that would increase indebtedness or alter our business but would not constitute a ''change of control'' as defined in such indenture. As a result of the definition of ''change of control,'' certain extraordinary corporate events could take place without having the ''change of control'' provision of the notes apply. Accordingly, you should not rely on the ''change of control'' provision contained in the indenture that will govern the notes to prohibit us from engaging in such a transaction.

In addition, if we effected a leveraged recapitalization or other transactions excluded from the definition of ''change of control'' that resulted in an increase in indebtedness, adversely affected our credit rating or fundamentally changed our business, our ability to make payments on the notes could be adversely affected. However, we would not be required to offer to purchase the notes. See ''Description of Notes — Repurchase at the Option of Holders Upon a Change of Control.''

Holders of the notes may not be able to determine when a change of control giving rise to their right to have the notes repurchased has occurred following a sale of ''substantially all'' of our assets.

The definition of change of control in the indenture that will govern the notes will include a phrase relating to the sale of ''all or substantially all'' of our assets. There is no precise established definition of the phrase ''substantially all'' under applicable law. Accordingly, the ability of a holder

of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Our variable rate indebtedness may expose us to interest rate risk, which could cause our debt costs to increase significantly.

A portion of our borrowings are under our Existing Senior Secured Credit Facilities and NWFCS Credit Facilities with variable rates of interest, which exposes us to interest rate risks. We will be exposed to the risk of rising interest rates to the extent that we fund our operations with short-term or variable-rate borrowings. As of February 23, 2020, on as adjusted basis after giving effect to the Transactions, our outstanding indebtedness would have been approximately $3.5 billion, including $281.3 million of floating rate indebtedness under the Existing Term Loan Facility, $495.0 million of outstanding floating rate indebtedness under the Existing Revolving Credit Facility, $292.5 million of floating rate indebtedness under the Existing NWFCS Credit Facility and $325.0 million of floating rate indebtedness under the New NWFCS Credit Facility. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, we would have had $0.1 million of capacity for additional borrowings as floating rate indebtedness under the Existing Revolving Credit Facility. Based on the amount of floating-rate debt that we expect to be outstanding after giving effect to the Transactions, a 1% per annum rise in interest rates would result in an incremental annual interest expense of approximately $14.1 million. If the LIBOR rates increase in the future then the floating-rate debt could have a material effect on our interest expense.

In addition, a transition away from LIBOR as a benchmark for establishing the applicable interest rate may affect the cost of servicing our debt under the Existing Senior Secured Credit Facilities and NWFCS Credit Facilities. The Financial Conduct Authority of the United Kingdom has announced that it plans to phase out LIBOR by the end of calendar year 2021. Although these borrowing arrangements provide for alternative base rates, such alternative base rates may or may not be related to LIBOR, and the consequences of the phase out of LIBOR cannot be entirely predicted at this time. For example, if any alternative base rate or means of calculating interest with respect to our outstanding variable rate indebtedness leads to an increase in the interest rates charged, it could result in an increase in the cost of such indebtedness, impact our ability to refinance some or all of our existing indebtedness or otherwise have a material adverse impact on our business, financial condition and results of operations.

Changes in our credit rating could negatively impact the market price or liquidity of the notes.

Our cost of borrowing and ability to access the capital markets are affected not only by market conditions but also by the debt ratings assigned to us by the major credit rating agencies. Credit rating agencies continually revise their ratings for the companies that they follow, including us. Credit rating agencies also evaluate our industry as a whole and may change their credit ratings for us based on their overall view of our industry. We cannot be sure that credit rating agencies will maintain their ratings on the notes. A negative change in our ratings could have a negative impact on the future trading prices of the notes, liquidity in trading of the notes and on our ability to secure future debt financing on commercially reasonable terms or at all. Credit ratings are not recommendations to purchase, hold or sell the notes. Holders of the notes will have no recourse against us or any other party in the event of a change in or suspension or withdrawal of such ratings.

The notes will not be subject to the Trust Indenture Act.

The indenture that will govern the notes will not be qualified under the Trust Indenture Act and the issuer will not be required to comply with the provisions of the Trust Indenture Act, including Section3.16(b) thereof. Therefore, holders of the notes will not be entitled to the benefit of the provisions and protection of the Trust Indenture Act and the indenture that will govern the notes will not include similar provisions or protections.

USE OF PROCEEDS

We intend to use the net proceeds of the notes offered hereby for working capital and other general corporate purposes.

CAPITALIZATION

The following table sets forth Lamb Weston's cash and cash equivalents and capitalization as of February 23, 2020 (i) on a historical basis and (ii) on an as adjusted basis to give effect to the Transactions. The information below is not necessarily indicative of what Lamb Weston's cash and cash equivalents and capitalization would have been had the Transactions been consummated as of February 23, 2020. In addition, this information is not indicative of Lamb Weston's future cash and cash equivalents and capitalization. This table should be read in conjunction with our combined financial statements and corresponding notes incorporated by reference in this offering circular.

	As of February 23, 2020 (unaudited)	
(in millions)	Historical	As Adjusted
Cash and cash equivalents	$ 30.1	$1,250.1
Debt, including current and long-term[1]:		
Short-term borrowings	$ 21.0	$ 21.0
Existing Term Loan Facility	281.3	281.3
Existing Revolving Credit Facility[2]	—	495.0
Existing NWFCS Credit Facility	292.5	292.5
New NWFCS Credit Facility[3]	—	325.0
2024 Notes	833.0	833.0
2026 Notes	833.0	833.0
Notes offered hereby[4]	—	400.0
Other long-term debt[5]	14.0	14.0
Total debt	2,274.8	3,494.8
Equity:		
Common Stock, par value $1.00	147.0	147.0
Treasury stock	(68.2)	(68.2)
Additional distributed capital	(867.0)	(867.0)
Retained earnings	1,099.2	1,099.2
Accumulated other comprehensive loss	(40.6)	(40.6)
Total stockholders' equity	270.4	270.4
Total capitalization	$2,545.2	$3,765.2

(1) The amounts in the table above do not reflect a reduction for debt issuance costs of $21.9 million.

(2) In late March 2020, we borrowed $495.0 million under our Existing Revolving Credit Facility. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, we would have had $0.1 million of additional borrowing capacity under the Existing Revolving Credit Facility (after taking into account letters of credit outstanding). See ''Summary — Recent Developments — New NWFCS Credit Facility and Borrowings Under Existing Revolving Credit Facility'' and ''Description of Other Indebtedness — Existing Senior Secured Credit Facilities.''

(3) On April 20, 2020, we incurred $325.0 million aggregate principal amount of borrowings under the New NWFCS Credit Facility pursuant to an amendment to the credit agreement governing the Existing NWFCS Credit Facility. The New NWFCS Credit Facility matures on April 20, 2025. The proceeds of the New NWFCS Credit Facility will be used for working capital and other

general corporate purposes. See ''Summary — Recent Developments — New NWFCS Credit Facility and Borrowings Under Existing Revolving Credit Facility'' and ''Description of Other Indebtedness — NWFCS Credit Facilities.''

(4) Represents the aggregate principal amount of the notes offered hereby.

(5) For a description of other long-term debt, see the notes to our audited combined and consolidated financial statements and unaudited condensed consolidated financial statements incorporated by reference into this offering circular.

DESCRIPTION OF OTHER INDEBTEDNESS

The following summarizes some of the terms of our Existing Senior Secured Credit Facilities, the NWFCS Credit Facilities and the Existing Notes. However, the following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the agreements, including the definitions of certain terms therein that are not otherwise defined in this offering circular.

Existing Senior Secured Credit Facilities

In 2016, we entered into the Existing Senior Secured Credit Facilities. The borrowings under the credit agreement governing the Existing Senior Secured Credit Facilities mature November 9, 2021. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, there were $281.3 million of borrowings outstanding under the Existing Term Loan Facility and $495.0 million of borrowings under the Existing Revolving Credit Facility and we would have had $0.1 million of additional borrowing capacity thereunder (after taking into account letters of credit outstanding). On April 17, 2020, we amended the Existing Senior Secured Credit Facilities to, among other things, expressly permit the New NWFCS Credit Facility.

Guarantors

Lamb Weston's obligations under the Existing Senior Secured Credit Facilities are guaranteed jointly and severally on a senior secured basis by each of its existing and subsequently acquired or organized direct or indirect wholly owned domestic restricted subsidiaries subject, in each case, to the exclusion of immaterial subsidiaries (with materiality determined on an individual and aggregate basis) and other exclusions set forth in the credit agreement governing the Existing Senior Secured Credit Facilities.

Security

Lamb Weston's obligations and the obligations of the guarantors under the Existing Senior Secured Credit Facilities are secured by: (a) a first priority (subject to permitted liens and other customary limitations) pledge of the equity interests of each wholly owned restricted subsidiary directly held by Lamb Weston or any guarantor and (b) a first priority (subject to permitted liens and other customary limitations) security interest in substantially all of Lamb Weston's and the guarantors' other tangible and intangible personal property. The obligations are secured on a pari passu basis with the liens securing the NWFCS Credit Facilities. Notwithstanding the foregoing, subject to certain conditions in the credit agreement governing the Existing Senior Secured Credit Facilities, if Lamb Weston's non-credit enhanced debt securities have an investment grade rating, the liens securing the Existing Senior Secured Credit Facilities may be released at our option (but will be required to be reinstated if our non-credit enhanced senior secured debt securities no longer have an investment grade rating).

Interest Rates

Loans under the Existing Senior Secured Credit Facilities bear interest, at our election, either at (a) LIBOR plus a percentage spread (ranging from 1.50% to 2.25%) based on our consolidated net leverage ratio or (b) the alternate base rate (described below) plus a percentage spread (ranging from 0.50% to 1.25%) based on our consolidated net leverage ratio. Notwithstanding the foregoing, no loans in currencies other than U.S. dollars may bear interest at the alternate base rate. The alternate base rate is described in the credit agreement governing the Existing Senior Secured Credit Facilities as the greatest of (i) Bank of America N.A.'s ''corporate base rate,'' (ii) the federal funds rate plus 0.50% and (iii) one-month LIBOR plus 1.00%.

Amortization

The term loans amortize in equal quarterly installments in aggregate annual amounts equal to 5% of the original principal amount of such term loans, with the balance payable on the maturity date (in each case, subject to adjustment for prepayments). There is no scheduled amortization of borrowings under the Existing Revolving Credit Facility.

Mandatory Prepayments

Subject to exceptions and thresholds set forth in the credit agreement governing the Existing Senior Secured Credit Facilities, the term loans are required to be prepaid with the proceeds of asset dispositions or casualty events by or with respect to us or any of our restricted subsidiaries (subject to reinvestment rights).

Optional Prepayments

The term loans and borrowings under the Existing Revolving Credit Facility generally may be prepaid without penalty.

Covenants

The credit agreement governing the Existing Senior Secured Credit Facilities contains affirmative and negative covenants customary for such financings, including, but not limited to, covenants limiting Lamb Weston's ability (and the ability of its restricted subsidiaries) to:

- incur debt;
- create liens to secure debt;
- make investments;
- enter into or permit to exist consensual restrictions on the ability of Lamb Weston's restricted subsidiaries to pay dividends to Lamb Weston;
- enter into transactions with affiliates;
- sell assets;
- merge or consolidate; and
- make dividends, equity repurchases or payments on certain other debt.

Additionally, the credit agreement governing the Existing Senior Secured Credit Facilities requires us to maintain a maximum total net leverage ratio of 4.50 to 1.00 and a minimum interest coverage ratio of 2.75 to 1.00. As of February 23, 2020, we were in compliance with the financial covenants contained in the Existing Senior Secured Credit Facilities.

Default

The agreement governing the Existing Senior Secured Credit Facilities contains events of default customary for such financings. Upon the occurrence of an event of default, the administrative agent under the credit agreement governing the Existing Senior Secured Credit Facilities may, and at the request of lenders holding more than 50% in principal amount of lender commitments and outstanding loans under the Existing Senior Secured Credit Facilities will, cause the maturity of the loans to be accelerated. Events of default include, but are not limited to:

- nonpayment of principal, interest or fees;
- cross-defaults to other debt;

- inaccuracies of representations and warranties;
- failure to perform negative covenants;
- failure to perform other terms and conditions;
- events of bankruptcy and insolvency;
- unsatisfied judgments; and
- change of control.

NWFCS Credit Facilities

On June 28, 2019, we entered into the Existing NWFCS Credit Facility. The proceeds of the term loans under the Existing NWFCS Credit Facility were used to refinance certain term loans under our Existing Senior Secured Credit Facilities. On April 20, 2020, we amended the Existing NWFCS Credit Facility to incur the New NWFCS Credit Facility. We drew the full $325.0 million of the New NWFCS Credit Facility on April 20, 2020. The proceeds of the New NWFCS Credit Facility will be used for working capital and other general corporate purposes. The term loans under the Existing NWFCS Credit Facility mature on June 28, 2024 and the term loans under the New NWFCS Credit Facility have a maturity date of April 20, 2025. As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, there were $617.5 million of borrowings outstanding under the NWFCS Credit Facilities.

Guarantors

Lamb Weston's obligations under the NWFCS Credit Facilities are unconditionally guaranteed by each of its existing and subsequently acquired or organized wholly owned domestic restricted subsidiaries, excluding immaterial subsidiaries, and other subsidiaries as set forth in the credit agreement governing the NWFCS Credit Facilities.

Security

The NWFCS Credit Facilities are secured on a pari passu basis with the liens securing the Existing Senior Secured Credit Facilities by the same assets that secure the Existing Senior Secured Credit Facilities. Notwithstanding the foregoing, subject to certain conditions set forth in the credit agreement governing the NWFCS Credit Facilities, if Lamb Weston's non-credit enhanced debt securities have an investment grade rating, the liens securing the NWFCS Credit Facilities may be released at Lamb Weston's option (but will be required to be reinstated if Lamb Weston's non-credit enhanced senior secured debt securities no longer have an investment grade rating).

Interest Rates

Borrowings under the Existing NWFCS Credit Facility bear interest at LIBOR or the Base Rate (each as defined in the credit agreement governing the NWFCS Credit Facilities) plus an applicable margin ranging from 1.625% to 2.375% for LIBOR-based loans and from 0.625% to 1.375% for Base Rate-based loans, depending upon Lamb Weston's total net leverage ratio. Borrowings under the New NWFCS Credit Facility bear interest at LIBOR or the Base Rate (each as defined in the credit agreement governing the NWFCS Credit Facilities) plus an applicable margin ranging from 2.200% to 2.950% for LIBOR-based loans and from 1.200% to 1.950% for Base Rate-based loans, depending upon Lamb Weston's total net leverage ratio.

Amortization

The NWFCS Credit Facilities require amortization repayments in equal quarterly installments in aggregate annual amounts equal to 5% of the original principal amount of such term loans, with the remaining principal balance payable on the maturity date (in each case, subject to adjustment for prepayments).

Mandatory Prepayments

Subject to exceptions and thresholds set forth in the credit agreement governing the NWFCS Credit Facilities, the term loans are required to be prepaid with the proceeds of asset dispositions or casualty events by or with respect to us or any of our restricted subsidiaries (subject to reinvestment rights).

Optional Prepayments

The term loans under the NWFCS Credit Facilities generally may be prepaid without penalty.

Covenants and Default

The credit agreement governing the NWFCS Credit Facilities contains affirmative and negative covenants, financial covenants and events of default that are consistent with the credit agreement governing the Existing Senior Secured Credit Facilities and are customary for agreements of this type. Upon the occurrence of an event of default, the administrative agent under the credit agreement governing the NWFCS Credit Facilities may, and at the request of lenders holding more than 50% in principal amount of lender commitments and outstanding loans under the NWFCS Credit Facilities will, cause the maturity of the loans to be accelerated. As of February 23, 2020, we were in compliance with the financial covenants contained in the NWFCS Credit Facilities.

Existing Senior Notes due 2024

The following is a summary of the terms of the indenture governing our 2024 Notes, which mature on November 1, 2024.

Interest

Interest is payable on May 1 and November 1 of each year.

Mandatory Redemption

The 2024 Notes do not require the making of any mandatory redemption or sinking fund payments.

Voluntary Redemption

On and after November 1, 2021, the 2024 Notes may be redeemed in whole or in part at the following redemption prices: (a) 102.313% if such notes are redeemed between November 1, 2021 and October 31, 2022, (b) 101.156% if such notes are redeemed between November 1, 2022 and October 31, 2023, and (c) at par thereafter.

Guarantors and Security

The 2024 Notes are unsecured. The 2024 Notes are guaranteed by each of Lamb Weston's existing and future direct and indirect domestic subsidiaries that guarantees the Existing Senior Secured Credit Facilities.

Covenants

The indenture governing the 2024 Notes contains various affirmative and negative covenants (subject to customary exceptions), including, but not limited to, restrictions on the ability of Lamb Weston and its restricted subsidiaries to: (i) dispose of assets; (ii) incur additional indebtedness; (iii) make certain restricted payments, investments and payments in respect of subordinated

indebtedness; (iv) create liens on assets or agree to restrictions on the creation of liens on assets; (v) engage in mergers or consolidations; and (vi) engage in certain transactions with affiliates.

Events of Default

The indenture governing the 2024 Notes contains events of default (subject to customary exceptions, thresholds and grace periods), including, without limitation: (i) nonpayment of principal, interest or premium; (ii) failure to perform or observe covenants; (iii) cross-acceleration with certain other indebtedness; (iv) certain judgments; and (v) certain bankruptcy related events.

Existing Senior Notes due 2026

The following is a summary of the terms of the indenture governing our 2026 Notes, which mature on November 1, 2026.

Interest

Interest is payable on May 1 and November 1 of each year.

Mandatory Redemption

The 2026 Notes do not require the making of any mandatory redemption or sinking fund payments.

Voluntary Redemption

On and after November 1, 2021, the 2026 Notes may be redeemed in whole or in part at the following redemption prices: (a) 102.438% if such notes are redeemed between November 1, 2021 and October 31, 2022, (b) 101.625% if such notes are redeemed between November 1, 2022 and October 31, 2023, (c) 100.813% if such notes are redeemed between November 1, 2023 and October 31, 2024 and (d) at par thereafter.

Guarantors and Security

The 2026 Notes are unsecured. The 2026 Notes are guaranteed by each of Lamb Weston's existing and future direct and indirect domestic subsidiaries that guarantees the Existing Senior Secured Credit Facilities.

Covenants

The indenture governing the 2026 Notes contains various affirmative and negative covenants (subject to customary exceptions), including, but not limited to, restrictions on the ability of Lamb Weston and its restricted subsidiaries to: (i) dispose of assets; (ii) incur additional indebtedness; (iii) make certain restricted payments, investments and payments in respect of subordinated indebtedness; (iv) create liens on assets or agree to restrictions on the creation of liens on assets; (v) engage in mergers or consolidations; and (vi) engage in certain transactions with affiliates.

Events of Default

The indenture governing the 2026 Notes contains events of default (subject to customary exceptions, thresholds and grace periods), including, without limitation: (i) nonpayment of principal, interest or premium; (ii) failure to perform or observe covenants; (iii) cross-acceleration with certain other indebtedness; (iv) certain judgments; and (v) certain bankruptcy related events.

DESCRIPTION OF NOTES

You can find the definitions of capitalized terms used in this description and not defined elsewhere under the subheading ''— Definitions'' below. In this description, the words ''Company,'' ''we,'' ''us'' and ''our'' refer only to Lamb Weston Holdings, Inc. and not to any of its subsidiaries.

We will issue the % senior notes due 2028 (the ''notes'') under an indenture (the ''indenture''), to be dated as of , 2020, by and among us, the Guarantors and Wells Fargo Bank, National Association, as trustee (the ''trustee''). The following summary of certain provisions of the indenture and the notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the indenture and the notes.

Principal, Maturity and Interest

We will issue $400,000,000 in initial aggregate principal amount of notes in this offering and, subject to compliance with the covenant in the indenture described under ''— Certain Covenants — Limitation on Debt,'' we can issue an unlimited amount of additional notes at later dates. Any additional notes that we issue in the future (''Additional Notes'') will be substantially the same as the notes offered hereby, except that the Additional Notes issued in the future will have different issuance prices, issuance dates and, in some cases, may have a different first interest payment date and CUSIP number. We will issue notes only in fully registered form without coupons, in a minimum denomination of $2,000 and integral multiples of $1,000 in excess thereof.

The notes will mature on , 2028.

Interest on the notes will accrue at a rate of % per annum. Interest on the notes will be payable semi-annually in arrears on and of each year, commencing , 2020. We will pay interest to those persons who were holders of record on the or immediately preceding each interest payment date.

Interest on the notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The notes will be denominated in U.S. dollars and all payments of principal and interest thereon will be paid in U.S. dollars.

Ranking

The notes will be our senior unsecured obligations and will be:

- effectively subordinated in right of payment to existing and future secured Debt, including Debt under our Senior Secured Credit Facilities, to the extent of the value of the assets securing such Debt;
- senior in right of payment to any future subordinated Debt of the Company;
- equal in ranking (''*pari passu*'') with all our existing and future senior Debt, including the Existing Notes;
- structurally subordinated to all existing and future Debt and other liabilities of the Company's non-Guarantor subsidiaries; and
- initially guaranteed on a senior unsecured basis by each of the Restricted Subsidiaries that guarantee the Senior Secured Credit Facilities.

The Guarantees will be each Guarantor's senior unsecured obligations and will be:

- *pari passu* in right of payment with any existing and future senior Debt of that Guarantor, including that Guarantor's guarantee of the Existing Notes;
- effectively subordinated in right of payment to existing and future secured Debt of that Guarantor, including guarantees of Debt under the Senior Secured Credit Facilities, to the extent of the value of the assets securing such Debt; and
- senior in right of payment to any future subordinated Debt of that Guarantor.

As of February 23, 2020, on an as adjusted basis after giving effect to the Transactions, our total consolidated debt would have been approximately $3.5 billion, of which approximately $1.4 billion would have been secured, and we would have had $0.1 million of additional borrowing capacity under the Revolving Credit Facility.

A significant portion of our operations are conducted through our subsidiaries and joint ventures. Therefore, our ability to service our debt, including the notes, is dependent upon the earnings of our subsidiaries, joint ventures and minority investments and the distribution of those earnings to us, or upon loans, advances or other payments made by these entities to us. The ability of these entities to pay dividends or make other payments or advances to us will depend upon their operating results and will be subject to applicable laws and contractual restrictions contained in the instruments governing their debt.

The Restricted Subsidiaries that guarantee the Senior Secured Credit Facilities will initially guarantee the notes. Not all of the Company's Subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-Guarantor Subsidiaries, the non-Guarantor Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute or contribute, as the case may be, any of their assets to the Company or a Guarantor. As a result, all of the existing and future liabilities of our non-Guarantor Subsidiaries, including any claims of trade creditors, are structurally senior to the notes. As of February 23, 2020, the non-Guarantor subsidiaries represented approximately 19% of our total assets (8% of which is related to goodwill and intangible assets) and approximately 3% of our total liabilities. For the LTM period, these non-Guarantor subsidiaries contributed less than 10% of our net income.

The indenture will contain limitations on the amount of additional Debt that we and the Restricted Subsidiaries may Incur. However, the amounts of this Debt could nevertheless be substantial.

Guarantees

The Guarantors, as primary obligors and not merely as sureties, will initially jointly and severally irrevocably and unconditionally guarantee, on an unsecured senior basis, the performance and full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Company under the indenture and the notes, whether for payment of principal of or interest on the notes, expenses, indemnification or otherwise, on the terms set forth in the indenture by executing the indenture. The notes will be initially guaranteed on a senior unsecured basis by each of the Restricted Subsidiaries that guarantee the Senior Secured Credit Facilities.

The obligations of each Guarantor under its Guarantee will be limited as necessary to prevent the Guarantee from constituting a fraudulent conveyance under applicable law and therefore, is limited to the amount that such Guarantor could guarantee without such Guarantee constituting a fraudulent conveyance; this limitation, however, may not be effective to prevent such Guarantee from constituting a fraudulent conveyance.

Any entity that makes a payment under its Guarantee will be entitled upon payment in full of all guaranteed obligations under the indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

If a Guarantee was rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the applicable Guarantor, and, depending on the amount of such indebtedness, a Guarantor's liability on its Guarantee could be reduced to zero. See ''Risk Factors — Risks Relating to This Offering and the Notes — Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes.''

A Guarantee by a Guarantor under the indenture will be automatically and unconditionally released and discharged upon:

(1) any sale, exchange or transfer (by merger, consolidation or otherwise) of the Equity Interests of such Guarantor (including any sale, exchange or transfer), after which the applicable Guarantor is no longer a Restricted Subsidiary;

(2) the release or discharge of the guarantee by such Guarantor of the Senior Secured Credit Facilities or the guarantee of any other Debt that resulted in the creation of such Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(3) the proper designation of any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary;

(4) the Company exercising its legal defeasance option or covenant defeasance option with respect to the indenture as described under ''— Legal Defeasance and Covenant Defeasance'' or the Company's obligations under the indenture being satisfied and discharged in accordance with the indenture; or

(5) with the consent of the holders of the notes in accordance with the provisions as described under ''— Amendments and Waivers.''

The Company will notify the trustee and the holders of the notes of any Guarantor that is released from its Guarantee. The trustee will execute and deliver an appropriate instrument confirming the release of any such Guarantor upon our request as provided in the indenture.

Optional Redemption

Prior to , 2027 (the date that is six months prior to the maturity date), the Company may redeem the notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of the notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest thereon, if any, to, but excluding, the date of redemption, subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date.

On and after , 2027 (the date that is six months prior to the maturity date), the Company may redeem the notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest thereon, if any, to, but excluding, the date of redemption, subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date.

Selection and Notice of Redemption

In the event that less than all of the notes of any series are to be redeemed at any time, selection of such notes for redemption will be made on a pro rata basis (subject to the rules of DTC) unless otherwise required by law or applicable stock exchange requirements; *provided*, *however*, that such notes shall only be redeemable in principal amounts of a minimum of $2,000 or an integral multiple of $1,000 in excess thereof. Notice of redemption shall be mailed by first-class mail (or electronic transmission in the case of notes held in book-entry form) to each holder of notes to be redeemed at its registered address, at least 30 but not more than 60 days before the redemption date, except that redemption notices may be sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance or a satisfaction and discharge of the notes.

Notices of redemption may be subject to the satisfaction of one or more conditions precedent established by the Company in its sole discretion, including completion of an Equity Offering or other corporate transaction. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall state that, in the Company's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed.

If any note is to be redeemed in part only, the notice of redemption that relates to such note shall state the portion of the principal amount thereof to be redeemed. A new note in a principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon surrender for cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption, unless the Company defaults in the payment of the redemption price.

Sinking Fund

There will be no mandatory sinking fund payments for the notes.

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, unless we have exercised our right to redeem the notes in full, we will be required to make an offer to repurchase all of the notes pursuant to the offer described below (the ''*Change of Control Offer*'') at a purchase price (the ''*Change of Control Purchase Price*'') equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the purchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control or, at the Company's option, prior to the consummation of a Change of Control but after it is publicly announced, the Company shall send, by first-class mail (or electronic transmission in the case of notes held in book-entry form), with a copy to the trustee under the indenture, to each holder of notes, at such holder's address appearing in the security register, a notice stating:

(1) that a Change of Control has occurred and a Change of Control Offer is being made pursuant to the covenant entitled ''Repurchase at the Option of Holders Upon a Change of Control'' and that all notes timely tendered will be accepted for repurchase;

(2) the Change of Control Purchase Price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is sent;

(3) the circumstances and relevant facts regarding the Change of Control; and

(4) the procedures that holders of notes must follow in order to tender their notes (or portions thereof) for payment, and the procedures that holders of notes must follow in order to withdraw an election to tender notes (or portions thereof) for payment.

We will not be required to make a Change of Control Offer for the notes following a Change of Control if a third party makes the Change of Control Offer for the notes in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by us and purchases all notes validly tendered and not withdrawn under such Change of Control Offer.

We will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the covenant described above, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under this covenant by virtue of such compliance.

If holders of not less than 90% in aggregate principal amount of the outstanding notes validly tender and do not validly withdraw such notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the notes validly tendered and not validly withdrawn by such holders, the Company or such third party will have the right, upon not less than 30 days' nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all the notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the purchase date.

The Change of Control repurchase feature is a result of negotiations between us and the initial purchasers. Management has no present intention to engage in a transaction involving a Change of Control, although it is possible that we would decide to do so in the future. Subject to the covenants described below, we could, in the future, enter into transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the indenture, but that could increase the amount of Debt outstanding at such time or otherwise affect our capital structure or credit ratings.

The definition of ''Change of Control'' includes a phrase relating to the sale, transfer, assignment, lease, conveyance or other disposition of ''all or substantially all'' of our assets. Although there is a developing body of case law interpreting the phrase ''substantially all,'' there is no precise established definition of the phrase under applicable law. Accordingly, if we dispose of less than all our assets by any of the means described above, the ability of a holder of notes to require us to repurchase its notes may be uncertain. In such a case, holders of the notes may not be able to resolve this uncertainty without resorting to legal action.

The Senior Secured Credit Facilities will restrict us in certain circumstances from purchasing any notes prior to maturity of the notes and also provide that the occurrence of some of the events that would constitute a Change of Control would constitute a default under that Debt. Future Debt of the Company, including any new Credit Facility, may contain prohibitions of certain events which would constitute a Change of Control or require that future Debt be repurchased upon a Change of Control. Moreover, the exercise by holders of notes of their right to require us to repurchase their notes could cause a default under existing or future Debt of the Company, even if the Change of Control itself does not, due to the financial effect of that repurchase on us. Finally, our ability to pay cash to holders of notes upon a required repurchase may be limited by our financial resources at

that time. We cannot assure you that sufficient funds will be available when necessary to make any required repurchases. Our failure to purchase notes in connection with a Change of Control would result in a default under the indenture. Any such default would, in turn, constitute a default under our existing Debt, and may constitute a default under future Debt as well. Our obligation to make a Change of Control Offer as a result of a Change of Control may be waived or modified at any time prior to the occurrence of that Change of Control with the written consent of the holders of a majority in principal amount of the notes. See '' — Amendments and Waivers.''

Certain Covenants

Set forth below are summaries of certain of the covenants to be contained in each indenture.

Covenant Suspension

During any period of time that (a) the notes have Investment Grade Ratings from both Rating Agencies, and (b) no Default or Event of Default has occurred and is continuing under the indenture, the Company and the Restricted Subsidiaries will not be subject to the following provisions of the indenture:

- '' — Limitation on Debt'';
- '' — Limitation on Restricted Payments'';
- '' — Limitation on Asset Sales'';
- '' — Limitation on Restrictions on Distributions from Restricted Subsidiaries'';
- '' — Limitation on Transactions with Affiliates'';
- clause (x) of the third paragraph (and as referred to in the first paragraph) of '' — Designation of Restricted and Unrestricted Subsidiaries'';
- clause (d) of the first paragraph of '' — Merger, Consolidation and Sale of Property''; and
- '' — Limitation on Guarantees of Debt by Restricted Subsidiaries'' (collectively, the ''*Suspended Covenants*'').

In the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants in the indenture for any period of time as a result of the preceding sentence (any such period, a ''*Suspension Period*'') and, on any subsequent date, one or both of the Rating Agencies downgrades the ratings assigned to the notes below the required Investment Grade Ratings, then the Company and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants for all periods after that downgrade; *provided* that there will not be deemed to have occurred a Default or Event of Default with respect to any Suspended Covenants during the time that the Company and the Restricted Subsidiaries were not subject to the Suspended Covenants (or after that time based solely on events that occurred during a Suspension Period). Notwithstanding the foregoing, the Company may not designate any of its Restricted Subsidiaries to be Unrestricted Subsidiaries during any Suspension Period.

During any Suspension Period, the amount of Excess Proceeds shall be set at zero.

The Company shall promptly notify the trustee in an Officer's Certificate of the existence, and of the termination, of any Suspension Period. The trustee shall not have any obligation to monitor the ratings of the notes or the existence or termination of any Suspension Period and may rely conclusively on such Officer's Certificate. The Trustee shall not have any obligation to notify the holders of the existence or termination of any Suspension Period, but may provide a copy of such Officer's Certificate to any holder of Notes upon request.

There can be no assurance that the notes will ever achieve or maintain Investment Grade Ratings.

Limited Condition Acquisitions

Notwithstanding anything in the indenture to the contrary, when calculating any applicable ratio or determining other compliance with the indenture (including the determination of compliance with any provision of the indenture which requires that no Default or Event of Default has occurred and is continuing or would result therefrom) in connection with a transaction undertaken in connection with the consummation of a Limited Condition Acquisition, the date of determination of such ratio and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom, may, at the option of the Company (the Company's election to exercise such option in connection with any Limited Condition Acquisition, an ''*LCA Election*''), be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the ''*LCA Test Date*'') and if, after such ratios and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any Incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the four consecutive fiscal quarter period for which internal financial statements are available at such time ending prior to the LCA Test Date, the Company or the applicable Restricted Subsidiary could have taken such action on the relevant LCA Test Date in compliance with such ratios and provisions, such ratios and provisions shall be deemed to have been complied with. For the avoidance of doubt, (x) if any of such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA of the Company) at or prior to the consummation of the relevant Limited Condition Acquisition, such ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Acquisition is permitted hereunder and (y) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Acquisition or related specified transactions. If the Company has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other transaction on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratio or basket shall be calculated (1) on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any Incurrence of Debt and the use of proceeds thereof) have been consummated and (2) on a Pro Forma Basis but without giving effect to such Limited Condition Acquisition and other transactions in connection therewith (including any Incurrence of Debt and use of proceeds thereof).

Limitation on Debt

The Company shall not, and shall not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Debt unless, after giving effect to the application of the proceeds thereof, no Default or Event of Default would occur as a consequence of the Incurrence or be continuing following the Incurrence and either:

(1) the Debt is Debt of the Company or any Restricted Subsidiary and after giving effect to the Incurrence of the Debt and the application of the proceeds thereof on a Pro Forma Basis, the Consolidated Fixed Charges Coverage Ratio would be greater than 2.00 to 1.00; *provided*, that the aggregate amount of Debt that may be Incurred pursuant to the foregoing by a Restricted Subsidiary that is not a Guarantor, when aggregated with the then outstanding amount of Permitted Refinancing Indebtedness in respect thereof pursuant to clause (t) of the following paragraph, shall

not at any one time be outstanding in an amount exceeding the greater of (i) $110.0 million and (ii) 5.0% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the date of Incurrence thereof for which internal financial statements are available at such time), or

(2) the Debt is Permitted Debt.

The term ''*Permitted Debt*'' is defined to include the following:

(a) Debt of the Company and the Guarantors evidenced by the notes issued on the Issue Date and the related Guarantees;

(b) Debt of the Company or a Restricted Subsidiary Incurred under any Credit Facilities in an aggregate principal amount outstanding at any time not to exceed $3.0 billion;

(c) Debt of the Company or any Restricted Subsidiary Incurred to finance the acquisition, construction or improvement of any fixed or capital assets (whether or not constituting Purchase Money Debt), including Capital Lease Obligations and any Debt assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof; *provided* that the aggregate principal amount of Debt Incurred in reliance on this clause (c) shall not exceed, when aggregated with the amount of Permitted Refinancing Debt in respect thereof pursuant to clause (t) below, the greater of (i) $350.0 million and (ii) 10.0% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the date of Incurrence thereof for which internal financial statements are available at such time) at any time outstanding;

(d) Debt of the Company owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by the Company or any Restricted Subsidiary; *provided*, *however*, that (1) any subsequent issue or transfer of Equity Interests or other event that results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of that Debt (except to the Company or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of that Debt by the issuer thereof, and (2) if the Company or a Guarantor is the obligor on any such Debt owing to a Restricted Subsidiary that is not a Guarantor, the Debt is expressly subordinated to the prior payment in full in cash of all obligations with respect to the notes or the related Guarantee, as applicable;

(e) Debt of a Restricted Subsidiary outstanding on the date on which that Restricted Subsidiary was acquired by the Company or otherwise became a Restricted Subsidiary; *provided* that Debt of Restricted Subsidiaries that are not Guarantors that is Incurred under this clause (e) may not be Incurred in contemplation of, as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, a transaction or series of transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary of the Company or was otherwise acquired by the Company; *provided, further,* that at the time that Person was acquired by the Company or otherwise became a Restricted Subsidiary and after giving effect to the Incurrence of that Debt on a Pro Forma Basis, (i) the Company would have been able to Incur $1.00 of additional Debt pursuant to clause (1) of the first paragraph of this covenant or (ii) the Consolidated Fixed Charges Coverage Ratio would have been greater than such ratio immediately prior to such transaction;

(f) Debt of the Company or a Restricted Subsidiary Incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, a transaction or series of transactions pursuant to which a Person became a Restricted Subsidiary of the Company or was otherwise acquired by the Company or a Restricted Subsidiary; *provided* at the time that Person was acquired by the Company or otherwise became a Restricted Subsidiary and after giving effect to the Incurrence of that Debt, (i) the Company would have been able to Incur $1.00 of

additional Debt pursuant to clause (1) of the first paragraph of this covenant or (ii) the Consolidated Fixed Charges Coverage Ratio would have been greater than such ratio immediately prior to such transaction; *provided* that the aggregate amount of Debt that may be Incurred pursuant to this clause (f) by a Restricted Subsidiary that is not a Guarantor, when aggregated with the then outstanding amount of Permitted Refinancing Indebtedness in respect thereof pursuant to clause (t) below, shall not at any one time be outstanding in an amount exceeding the greater of (i) $110.0 million and (ii) 5.0% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the date of Incurrence thereof for which internal financial statements are available at such time);

(g) Debt in respect of Swap Contracts; *provided* that such Swap Contracts are (or were) entered into in for the purpose of mitigating risks associated with fluctuations in interest rates, foreign exchange rates or commodity prices, and not for purposes of speculation;

(h) Debt in respect of workers' compensation claims, property, casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid and surety bonds and completion guaranties and similar arrangements, in each case in the ordinary course of business;

(i) to the extent constituting Debt, indemnification and non-compete obligations or adjustments in respect of the purchase price (including earn-outs and other contingent deferred payments) in connection with any acquisition or disposition permitted by the indenture;

(j) Debt outstanding on the Issue Date not otherwise described in clause (a) or (b) above or clause (l)(y) below, including the Existing Notes and the related guarantees;

(k) Debt of the Company or a Restricted Subsidiary in an aggregate principal amount outstanding at any one time not to exceed the greater of $450.0 million and 12.5% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the date of Incurrence thereof for which internal financial statements are available at such time);

(l) Debt of Restricted Subsidiaries that are not Guarantors in an aggregate principal amount outstanding at any one time not to exceed (x) $75.0 million plus (y) in the case of Foreign Subsidiaries organized under the Laws of the People's Republic of China, RMB675,000,000;

(m) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Company or any Restricted Subsidiary in the ordinary course of business against insufficient funds, so long as such Debt is promptly repaid;

(n) (x) any guarantee by the Company or a Restricted Subsidiary of Debt or other obligations of any Restricted Subsidiary so long as the Incurrence of such Debt Incurred by such Restricted Subsidiary is permitted under the terms of the indenture, or (y) any guarantee by a Restricted Subsidiary of Debt of the Company; *provided* that such guarantee is Incurred in accordance with the covenant described below under '' — Limitation on Guarantees of Debt by Restricted Subsidiaries'';

(o) Debt in connection with any Permitted Receivables Financing;

(p) Debt representing deferred compensation to employees of the Company and its Restricted Subsidiaries Incurred in the ordinary course of business;

(q) Debt Incurred in the ordinary course of business in connection with cash pooling arrangements and cash management incurred in the ordinary course of business in respect of netting services and similar arrangements in each case in connection with cash management and deposit accounts, but only to the extent, with respect to any such arrangements, that the total

amount of deposits subject to such arrangements equals or exceeds the total amount of overdrafts or similar obligations subject thereto;

(r) Debt consisting of unpaid insurance premiums owing to insurance companies and insurance brokers Incurred in connection with the financing of insurance premiums in the ordinary course of business;

(s) guarantees of Debt otherwise permitted by this '' — Limitation on Debt'' covenant and of other obligations otherwise permitted under the indenture; and

(t) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (a), (c), (e), (f), (j), (k) and (s) above.

For purposes of determining compliance with any restriction on the Incurrence of Debt in dollars where Debt is denominated in a different currency, the amount of such Debt will be the Dollar Equivalent determined on the date of such determination, *provided* that if any such Debt denominated in a different currency is subject to a Swap Agreement (with respect to dollars) covering principal amounts payable on such Debt, the amount of such Debt expressed in such foreign currency will be adjusted to take into account the effect of such agreement. The principal amount of any Permitted Refinancing Debt Incurred in the same currency as the Debt being refinanced will be the Dollar Equivalent of the Debt refinanced determined on the date such Debt being refinanced was initially Incurred. Notwithstanding any other provision of this covenant, for purposes of determining compliance with this covenant, increases in Debt solely due to fluctuations in the exchange rates of currencies will not be deemed to exceed the maximum amount that the Company or any Restricted Subsidiary may Incur under any of clauses (a) through (t) of this covenant.

For purposes of determining compliance with the covenant described above, in the event that an item of Debt meets the criteria of more than one of the types of Debt described above, the Company, in its sole discretion, will classify such item of Debt at the time of Incurrence and only be required to include the amount and type of such Debt in one of the above clauses; and the Company will be entitled to divide and classify and reclassify an item of Debt in more than one of the types of Debt described above; *provided* that (i) Debt may not be reclassified under clause (j) above and (ii) all Debt outstanding under the Senior Secured Credit Facilities on the Issue Date shall be deemed to be outstanding pursuant to clause (b) above.

The accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Debt, the payment of dividends on Disqualified Equity Interests in the form of additional shares of Disqualified Equity Interests, accretion or amortization of original issue discount or liquidation preferences and increases in the amount of Debt outstanding solely as a result of fluctuations in the applicable Dollar Equivalent amount of any Debt will not be deemed to be an Incurrence of Debt for purposes of this covenant. The principal amount of any non-interest bearing Debt or other discount security constituting Debt at any date shall be the principal amount thereof that would be shown on a consolidated balance sheet of the Company dated such date prepared in accordance with GAAP.

Limitation on Restricted Payments

The Company shall not make, and shall not permit any Restricted Subsidiary to make, directly or indirectly, any Restricted Payment if at the time of, and after giving effect to, the proposed Restricted Payment,

(a) a Default or Event of Default shall have occurred and be continuing,

(b) the Company could not Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under '' — Limitation on Debt,'' or

(c) the aggregate amount of that Restricted Payment and all other Restricted Payments (other than Restricted Payments made during a Suspension Period and Restricted Payments made pursuant to clauses (c) through (m) of the following paragraph) declared or made after the Issue Date (the amount of any Restricted Payment, if made other than in cash, to be based upon Fair Market Value) would exceed an amount equal to the Available Amount.

Notwithstanding the foregoing limitation, the Company may:

(a) pay dividends on its Equity Interests within 60 days of the declaration thereof if, on said declaration date, the dividends could have been paid in compliance with the indenture;

(b) purchase, repurchase, redeem, legally defease, acquire or retire for value Equity Interests of the Company or Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Company (other than Disqualified Equity Interests and other than Equity Interests issued or sold to a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any Subsidiary for the benefit of their employees);

(c) purchase, repurchase, redeem, legally defease, acquire or retire for value any Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Permitted Refinancing Debt;

(d) (i) purchase, repurchase, redeem, legally defease, acquire or retire for value any Disqualified Equity Interests in exchange for, or out of the proceeds of the substantially concurrent sale of, Permitted Refinancing Debt or (ii) pay scheduled dividends (not constituting a return on capital) on Disqualified Equity Interests of the Company issued pursuant to and in compliance with the covenant described under '' — Limitation on Debt'';

(e) permit a Restricted Subsidiary that is not a Wholly Owned Subsidiary to pay dividends to shareholders of that Restricted Subsidiary that are not the parent of that Restricted Subsidiary, so long as the Company or a Restricted Subsidiary that is the parent of that Restricted Subsidiary receives dividends on a pro rata basis or on a basis that results in the receipt by the Company or a Restricted Subsidiary that is the parent of that Restricted Subsidiary of dividends or distributions of greater value than it would receive on a pro rata basis;

(f) (i) make cash payments in lieu of fractional shares in connection with the exercise of warrants, options or other securities convertible into Equity Interests of the Company, (ii) purchase fractional shares arising out of stock dividends, stock splits, stock combinations or business combinations or (iii) the repurchase or redemption of rights to purchase Equity Interests of the Company issued in connection with any future shareholder rights plan of the Company;

(g) make repurchases of shares of common stock or other Equity Interests of the Company deemed to occur (A) upon the exercise, conversion or exchange of options, warrants or other rights to purchase Equity Interests of the Company if such Equity Interests of the Company represent a portion of the exercise price thereof, (B) as a result of such shares of common stock or other Equity Interests being utilized to satisfy tax withholding obligations upon (i) the exercise of options, warrants or other rights to purchase Equity Interests of the Company or (ii) the vesting of other Equity Interests of the Company or the withholding taxes applicable to such options, warrants or other rights to purchase Equity Interests of the Company or (C) upon the cancellation of Equity Interests of the Company;

(h) repurchase Equity Interests of the Company from current or former officers, directors or employees of the Company or any of its Subsidiaries (or permitted transferees of such current or

former officers, directors or employees), pursuant to the terms of agreements (including employment agreements) or plans approved by the board of directors of the Company (or any authorized committee thereof) under which such individuals acquire such Equity Interests; *provided*, *however*, that the aggregate amount of such repurchases shall not exceed the sum of (i) $15.0 million in any calendar year (with unused amounts in any calendar year carried over to succeeding calendar years subject to a maximum of $35.0 million in any calendar year) plus (ii) the net cash proceeds of any ''key man'' life insurance policies of the Company or any Restricted Subsidiary that have not been used to make any repurchases under this clause (h);

(i) purchase, defease or otherwise acquire or retire for value any Subordinated Obligations upon a Change of Control of the Company or an Asset Sale by the Company, to the extent required by any agreement pursuant to which such Subordinated Obligations were issued, but only if the Company has previously made the offer to purchase the notes required under '' — Repurchase at the Option of Holders Upon a Change of Control'' or '' — Limitation on Asset Sales'';

(j) make other Restricted Payments in aggregate amount not to exceed the greater of (x) $300.0 million and (y) 10.0% of Consolidated Total Assets (calculated as of the last day of the fiscal quarter most recently ended prior to the time of the applicable Restricted Payment for which internal financial statements are available at such time);

(k) make other Restricted Payments; *provided* that after giving effect to such Restricted Payment on a Pro Forma Basis the Consolidated Net Leverage Ratio will be less than or equal to 4.00 to 1.00;

(l) make other Restricted Payments using the proceeds of a substantially concurrent offering of Equity Interests (other than Disqualified Equity Interests) of the Company; *provided* that such proceeds shall not be included in the Available Amount; and

(m) the payment of any dividend or distribution by the Company in respect of its common stock in an aggregate amount not to exceed, in any fiscal year, $150.0 million (with unused amounts being available to be used in the following fiscal year but not any succeeding fiscal year);

provided, *however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clause (j), (k) or (m), no Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

For purposes of determining compliance with this covenant, a Restricted Payment permitted by this covenant or a Permitted Investment described in the definition of ''Permitted Investments'' need not be permitted solely by reference to one category of permitted Restricted Payments or Permitted Investments described in the definition of ''Permitted Investments'' (or any portion thereof) but may be permitted in part under any combination thereof.

For purposes of this covenant, if any Restricted Payment or Investment would be permitted pursuant to one or more provisions described above and/or one or more of the exceptions contained in the definition of ''Permitted Investments,'' the Company may classify such Restricted Payment or Investment in any manner that complies with this covenant and may later reclassify any such Restricted Payment or Investment so long as such Restricted Payment or Investment (as so reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

Limitation on Liens

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur or suffer to exist, any Lien (other than Permitted Liens) upon any of its Property (including Equity Interests of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, or any interest therein or any income or profits therefrom, unless it has made or will make effective provision whereby the notes and the related Guarantees will be secured by that Lien equally and ratably with (or prior to) all other Debt of the Company or any Restricted Subsidiary secured by that Lien for so long as such Lien is outstanding. Any Lien created for the benefit of the holders of the notes pursuant to this covenant shall be automatically and unconditionally released and discharged upon the release and discharge of such other Lien.

For purposes of determining compliance with this covenant, (A) a Lien securing an item of Debt need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in the definition of ''Permitted Liens'' or pursuant to the first paragraph of this covenant but may be permitted in part under any combination thereof and (B) if a Lien securing an item of Debt meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in the definition of ''Permitted Liens'' or pursuant to the first paragraph of this covenant, the Company may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if Incurred at such later time), such Lien securing such item of Debt (or any portion thereof) in any manner that complies with this covenant and will be entitled to only include the amount and type of such Lien or such item of Debt secured by such Lien (or any portion thereof) in one of the categories (or any portion thereof) described in the definition of ''Permitted Liens'' or pursuant to the first paragraph of this covenant.

With respect to any Lien securing Debt that was permitted to secure such Debt at the time of the Incurrence of such Debt, such Lien shall also be permitted to secure any Increased Amount of such Debt. The ''*Increased Amount*'' of any Debt shall mean any increase in the amount of such Debt in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Debt with the same terms or in the form of common stock of the Company, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class and accretion of original issue discount or liquidation preference.

Limitation on Asset Sales

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless:

(a) the Company or the Restricted Subsidiary receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the Property subject to that Asset Sale; and

(b) at least 75% of the consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale is in the form of cash or Cash Equivalents or the assumption by the purchaser of liabilities of the Company or any Restricted Subsidiary by operation of law or otherwise (other than liabilities that are by their terms subordinated to the notes) as a result of which the Company and the Restricted Subsidiaries are no longer obligated with respect to those liabilities; *provided* that, for purposes of this clause (b), Designated Non-Cash Consideration in an aggregate amount for all such Asset Sales that is at any time outstanding not to exceed the greater of (x) $50.0 million and (y) 2.75% of Consolidated Total Assets at the time of receipt of such Designated Non-Cash Consideration (measured as of the last day of the fiscal quarter most recently ended prior to the date of receipt thereof for which internal financial statements are available) (without giving effect to any write-off or write-down thereof) shall be deemed to be cash and Cash Equivalents.

For the purposes of this covenant:

(1) securities or other assets received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days shall be considered to be cash to the extent of the cash received in that conversion;

(2) any cash consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale that is held in escrow or on deposit to support indemnification, adjustment of purchase price or similar obligations in respect of such Asset Sale shall be considered to be cash;

(3) Productive Assets received by the Company or any Restricted Subsidiary in connection with the Asset Sale shall be considered to be cash; and

(4) the requirement that at least 75% of the consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale be in the form of cash or Cash Equivalents shall also be considered satisfied if the cash received constitutes at least 75% of the consideration received by the Company or the Restricted Subsidiary in connection with such Asset Sale, determined on an after-tax basis.

The Net Available Cash (or any portion thereof) from Asset Sales may be applied by the Company or a Restricted Subsidiary, to the extent the Company or the Restricted Subsidiary elects (or is required by the terms of any Debt):

(a) to repay Debt of the Company under clause (b) of the second paragraph of '' — Limitation on Debt'';

(b) in the case of any Asset Sale by a Foreign Restricted Subsidiary, to repay any liability of one or more Foreign Restricted Subsidiaries;

(c) to make capital expenditures or reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary); or

(d) any combination of the foregoing;

provided that pending the final application of any such Net Available Cash in accordance with clause (a), (b), (c) or (d) above, the Company and its Restricted Subsidiaries may temporarily reduce Debt (including under a revolving Credit Facility) or otherwise invest such Net Available Cash in any manner not prohibited by the indenture.

Any Net Available Cash from an Asset Sale not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of that Net Available Cash (or in the event that the Company or any Restricted Subsidiary has entered into a binding agreement to make capital expenditures or acquire Additional Assets within such 365 day period, such period shall be extended for an additional 180 days with respect to the portion of such Net Available Cash so committed to be applied to such capital expenditures or such acquisition) or that the Company earlier elects to so designate shall constitute ''*Excess Proceeds*.''

When the aggregate amount of Excess Proceeds not previously subject to a Prepayment Offer (as defined below) exceeds $50.0 million, the Company will be required to make an offer to purchase (the ''*Prepayment Offer*'') the notes, which offer shall be in the amount of the Allocable Excess Proceeds, on a pro rata basis according to principal amount, at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the purchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures (including

prorating in the event of oversubscription) set forth in the indenture. To the extent that any portion of the amount of Net Available Cash remains after compliance with the preceding sentence and provided that all holders of notes have been given the opportunity to tender their notes for purchase in accordance with the indenture, the Company or such Restricted Subsidiary may use the remaining amount for any purpose permitted by the indenture and the amount of Excess Proceeds will be reset to zero.

The term ''*Allocable Excess Proceeds*'' will mean the product of:

(a) the Excess Proceeds; and

(b) a fraction;

(1) the numerator of which is the aggregate principal amount of the notes outstanding on the date of the Prepayment Offer; and

(2) the denominator of which is the sum of the aggregate principal amount of the notes outstanding on the date of the Prepayment Offer and the aggregate principal amount of other Debt of the Company outstanding on the date of the Prepayment Offer that is *pari passu* in right of payment with the notes and subject to terms and conditions in respect of Asset Sales similar in all material respects to the covenant described hereunder and requiring the Company to make an offer to purchase that Debt at substantially the same time as the Prepayment Offer.

Not later than ten business days after the Company is obligated to make a Prepayment Offer as described in the second preceding paragraph, the Company shall send a written notice, by first-class mail (or electronic transmission in the case of notes held in book-entry form), to the holders of notes, accompanied by information regarding the Company and its Subsidiaries as the Company in good faith believes will enable the holders to make an informed decision with respect to that Prepayment Offer. The notice shall state, among other things, the purchase price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date the notice is sent.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to the covenant described hereunder. To the extent that the provisions of any securities laws or regulations conflict with provisions of the covenant described hereunder, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the covenant described hereunder by virtue thereof.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist any consensual restriction on the right of any Restricted Subsidiary to:

(a) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Equity Interests, or pay any Debt or other obligation owed, to the Company or any other Restricted Subsidiary (it being understood that the priority of any Preferred Stock in receiving dividends or distributions prior to dividends or distributions being paid on any other Equity Interests shall not be deemed a restriction on the ability to pay dividends or make distributions on Equity Interests),

(b) make any loans or advances to the Company or any other Restricted Subsidiary (it being understood that the subordination of loans or advances made to the Company or any Restricted

Subsidiary to other Debt Incurred by the Company or any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances), or

(c) transfer any of its Property to the Company or any other Restricted Subsidiary (it being understood that such transfers shall not include any type of transfer described in clause (a) or (b) above).

The foregoing limitations will not apply:

(1) with respect to clauses (a), (b) and (c), to restrictions:

(A) in effect on the Issue Date, including pursuant to the indenture, the notes and the related Guarantees, the 2024 Notes Indenture, the 2024 Notes and the related guarantees, and the 2026 Notes Indenture, the 2026 Notes and the related guarantees;

(B) relating to Debt of a Restricted Subsidiary and existing at the time it became a Restricted Subsidiary if such restriction was not created in connection with or in anticipation of the transaction or series of transactions pursuant to which that Restricted Subsidiary became a Restricted Subsidiary or was acquired by the Company;

(C) resulting from the Refinancing of Debt Incurred pursuant to an agreement referred to in clause (1)(A) or (B) above or in clause (2)(A) or (B) below, *provided* that restriction is not materially less favorable, taken as a whole, to the holders of notes than those under the agreement evidencing the Debt so Refinanced;

(D) resulting from the Incurrence of any Permitted Debt described in clause (b) or (c) of the second paragraph of the covenant described under '' — Limitation on Debt'';

(E) relating to Debt of a Foreign Restricted Subsidiary;

(F) constituting restrictions in connection with a Permitted Receivables Financing;

(G) constituting customary restrictions in joint venture or shareholder agreements relating to any Person that is not a Wholly Owned Restricted Subsidiary;

(H) arising or existing by reason of applicable law or any applicable rule, regulation or order; or

(1) that will not, in the good faith judgment of the Company, materially impair the ability of the Company to make all scheduled payments of principal and interest on the notes as they come due,

(2) with respect to clause (c) only, to restrictions:

(A) relating to Debt that is permitted to be Incurred and secured without also securing the notes and the related Guarantees pursuant to the covenants described under '' — Limitation on Debt'' and '' — Limitation on Liens'' and that limit the right of the debtor to dispose of the Property securing that Debt;

(B) encumbering Property at the time the Property was acquired by the Company or any Restricted Subsidiary, so long as the restriction relates solely to the Property so acquired and was not created in connection with or in anticipation of the acquisition;

(C) resulting from customary provisions restricting subletting or assignment of leases or customary provisions in other agreements (including, without limitation, intellectual property licenses entered into in the ordinary course of business) that restrict assignment of the agreements or rights thereunder; or

(D) which are customary restrictions contained in asset sale agreements limiting the transfer of Property pending the closing of the sale.

Limitation on Transactions with Affiliates

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, conduct any business or enter into or suffer to exist any transaction or series of transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any Property or the rendering of any service) with, or for the benefit of, any Affiliate of the Company involving aggregate payments or consideration in excess of $20.0 million (an ''*Affiliate Transaction*''), unless:

(a) the terms of such Affiliate Transaction are not materially less favorable to the Company or that Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable arm's-length transaction with a Person that is not an Affiliate of the Company; and

(b) if the Affiliate Transaction involves aggregate payments or consideration in excess of $50.0 million, the board of directors of the Company (including a majority of the disinterested members of the board of directors of the Company) approves the Affiliate Transaction and, in its good faith judgment, believes that the Affiliate Transaction complies with clause (a) of this paragraph.

Notwithstanding the foregoing limitation, the Company or any Restricted Subsidiary may enter into or suffer to exist the following:

(a) any transaction or series of transactions between the Company and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries;

(b) any Restricted Payment permitted to be made pursuant to the covenant described under '' — Limitation on Restricted Payments'' and any Permitted Investment in any Person that would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise Controls such Person;

(c) employment, compensation (including payment of amounts pursuant to employee benefit plans), indemnification, reimbursement and severance arrangements for officers and directors of the Company or any of the Restricted Subsidiaries so long as they are (i) in the ordinary course of business or (ii) in the case of executive officers and directors, approved by the board of directors of the Company;

(d) loans and advances to employees made in the ordinary course of business in compliance with applicable laws, *provided* that those loans and advances do not exceed $10.0 million in the aggregate at any one time outstanding;

(e) any transaction effected as part of a Permitted Receivables Financing;

(f) any transaction pursuant to any agreement in effect on the Issue Date and any modification, amendment, replacement or renewal thereof that is not, in the good faith judgment of the Company, materially adverse to the Holders compared to the terms of the applicable agreement in effect on the Issue Date;

(g) any grant, issuance, sale or transfer of Equity Interests (other than Disqualified Equity Interests) of the Company;

(h) any transaction with a Person that is an Affiliate of the Company solely because such a member of the board of directors of the Company or a Restricted Subsidiary is also a member of the board of directors of such Person or any direct or indirect parent company of such Person;

(i) any transaction with customers, suppliers, joint ventures, joint venture partners or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the indenture; and

(j) any transaction approved by a majority of the disinterested members of the board of directors of the Company.

Designation of Restricted and Unrestricted Subsidiaries

The board of directors of the Company (or any authorized committee thereof) may designate any Subsidiary of the Company to be an Unrestricted Subsidiary if:

(a) the Subsidiary to be so designated does not own any Equity Interests or Debt of, or own or hold any Lien on any Property of, the Company or any other Restricted Subsidiary; and

(b) any of the following:

(1) the Subsidiary to be so designated has total assets of $1,000 or less; or

(2) if the Subsidiary has consolidated assets greater than $1,000, then the designation would be permitted under the covenant entitled '' — Limitation on Restricted Payments.''

Unless so designated as an Unrestricted Subsidiary, any Person that becomes a Subsidiary of the Company will be classified as a Restricted Subsidiary; *provided*, *however*, that the Subsidiary shall not be designated a Restricted Subsidiary and shall be automatically classified as an Unrestricted Subsidiary if the requirements set forth in the second immediately following paragraph will not be satisfied after giving pro forma effect to the classification or if the Person is a Subsidiary of an Unrestricted Subsidiary.

Except as provided in the first sentence of the preceding paragraph, no Restricted Subsidiary may be redesignated as an Unrestricted Subsidiary. In addition, neither the Company nor any Restricted Subsidiary shall at any time be directly or indirectly liable for any Debt that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its Stated Maturity upon the occurrence of a default with respect to any Debt, Lien or other obligation of any Unrestricted Subsidiary in existence and classified as an Unrestricted Subsidiary at the time the Company or the Restricted Subsidiary is liable for that Debt (including any right to take enforcement action against that Unrestricted Subsidiary).

The board of directors of the Company (or any authorized committee thereof) may designate any Unrestricted Subsidiary to be a Restricted Subsidiary if, immediately after giving pro forma effect to the designation:

(x) the Company could Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under '' — Limitation on Debt''; and

(y) no Default or Event of Default shall have occurred and be continuing or would result therefrom.

Any designation or redesignation of this kind by the board of directors of the Company (or any authorized committee thereof) will be evidenced to the trustee by filing with the trustee an Officer's Certificate that certifies that the designation or redesignation complies with the foregoing provisions.

Merger, Consolidation and Sale of Property

The Company shall not merge, consolidate or amalgamate with or into (other than a merger of a Wholly Owned Restricted Subsidiary into the Company), or sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all its Property in any one transaction or series of transactions to, any Person unless:

(a) the Company shall be the surviving Person or the Person formed by that merger, consolidation or amalgamation or to which that sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation, partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (such Person, as the case may be, being herein called the ''*Successor Company*'');

(b) the Successor Company (if other than the Company) expressly assumes, by supplemental indenture in form satisfactory to the trustee, executed and delivered to the trustee by that Successor Company, the due and punctual payment of the principal of, and premium, if any, and interest on, all the notes, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the indenture to be performed by the Company;

(c) immediately after giving effect to such transaction or series of transactions on a pro forma basis, no Default or Event of Default shall have occurred and be continuing;

(d) immediately after giving effect to that transaction or series of transactions on a pro forma basis, the Company or the Successor Company, as the case may be, (i) would be able to Incur at least $1.00 of additional Debt under clause (1) of the first paragraph of the covenant described under '' — Limitation on Debt'' or (ii) the Consolidated Fixed Charges Coverage Ratio would be no worse than such ratio immediately prior to such transaction; *provided*, *however*, that this clause (d) shall not be applicable to (A) the Company merging, consolidating or amalgamating with or into an Affiliate incorporated solely for the purpose of reincorporating the Company in another State of the United States so long as the amount of Debt of the Company and the Restricted Subsidiaries is not increased thereby or (B) any Restricted Subsidiary merging, consolidating or amalgamating with or into or transferring all or substantially all its Property to the Company so long as no Equity Interests of such Restricted Subsidiary are distributed to any Person other than the Company; and

(e) the Company shall deliver, or cause to be delivered, to the trustee, in form and substance reasonably satisfactory to the trustee, an Officer's Certificate and an Opinion of Counsel, each stating that the transaction and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to the transaction have been satisfied.

The Successor Company shall succeed to, and be substituted for, and may exercise every right and power of the Company under the indenture, but the predecessor Company in the case of:

(a) a sale, transfer, assignment, conveyance or other disposition (unless that sale, transfer, assignment, conveyance or other disposition is of all or substantially all the assets of the Company as an entirety or virtually as an entirety); or

(b) a lease, in each case, shall not be released from any obligation to pay the principal of, premium, if any, and interest on, the notes.

Subject to certain limitations described in the indenture governing release of a Guarantee upon the sale, disposition or transfer of a Guarantor, no Guarantor will, and the Company will not permit any such Guarantor to, consolidate or merge with or into or wind up into (whether or not the Company or such Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or

otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(1)(a) such Guarantor is the surviving Person or the Person formed by that merger, consolidation or amalgamation or to which that sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation, partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (such Guarantor or such Person, as the case may be, being herein called the ''*Successor Person*'');

(b) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under the indenture and such Guarantor's related Guarantee pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the trustee;

(c) immediately after giving effect to such transaction or series of transactions on a pro forma basis, no Default or Event of Default shall have occurred and be continuing; and

(d) the Company shall deliver, or cause to be delivered, to the trustee, in form and substance reasonably satisfactory to the trustee, an Officer's Certificate and an Opinion of Counsel, each stating that the transaction and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to the transaction have been satisfied; or

(2) the transaction does not violate the covenant described under '' — Limitation on Asset Sales'' (it being understood that only such portion of the Net Available Cash as is required to be applied on the date of such transaction in accordance with the terms of the indenture needs to be applied in accordance therewith at such time).

In the case of clause (1) above, the Successor Person will succeed to, and be substituted for, such Guarantor under the indenture and such Guarantor's Guarantee and, except in the case of (x) a sale, transfer, assignment, conveyance or other disposition (unless that sale, transfer, assignment, conveyance or other disposition is of all the assets of such Guarantor as an entirety or virtually as an entirety) or (y) a lease, such Guarantor will automatically be released and discharged from its obligations under the indenture and such Guarantor's Guarantee. Notwithstanding the foregoing, any Guarantor may merge into or transfer all or part of its properties and assets to another Guarantor or the Company.

Any reference herein to a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a limited liability company, limited partnership or trust (or the unwinding of such a division or allocation), as if it were a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company, limited partnership or trust shall constitute a separate Person hereunder (and each division of any limited liability company, limited partnership or trust that is a Subsidiary, Restricted Subsidiary, Unrestricted Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

Limitation on Guarantees of Debt by Restricted Subsidiaries

The Company will not permit any Restricted Subsidiary that is a Wholly Owned Restricted Subsidiary (or a Restricted Subsidiary that is a non-Wholly Owned Subsidiary if such Subsidiary guarantees other capital markets debt securities of the Company or a Guarantor), other than a Guarantor, a Foreign Restricted Subsidiary or a Receivables Financing SPC, to guarantee the payment of any Debt of the Company or any other Guarantor in excess of $100.0 million unless

such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to the indenture providing for a Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Debt of the Company or any Guarantor:

(a) if the notes or such Guarantor's Guarantee are subordinated in right of payment to such Debt, the Guarantee under the supplemental indenture shall be subordinated to such Restricted Subsidiary's guarantee with respect to such Debt substantially to the same extent as the notes are subordinated to such Debt; and

(b) if such Debt is by its express terms subordinated in right of payment to the notes or such Guarantor's Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Debt shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Debt is subordinated to the notes or such Guarantor's Guarantee;

provided that this covenant shall not be applicable to any guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary.

SEC Reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the SEC and provide the trustee and holders of notes with annual reports and information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to those Sections, and the information, documents and reports to be so filed and provided at the times specified for the filing of the information, documents and reports under those Sections (provided that if the Company is not then subject to the reporting requirements of the Exchange Act, then the time periods for filing applicable to the Company shall be that required of a non-accelerated filer and in any case including any extension as would be permitted by Rule 12b-25 under the Exchange Act); *provided*, *however*, that (x) (i) the Company shall not be so obligated to file the information, documents and reports with the SEC if the SEC does not permit those filings and (ii) the electronic filing with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or any successor system providing for free public access to such filings) shall satisfy the Company's obligation to provide such reports, information and documents to the trustee and the holders of notes, it being understood that the trustee shall have no responsibility to determine whether or not such information has been filed and (y) the Company shall not be required to provide the type of information contemplated by Rule 3-10 of Regulation S-X with respect to separate financial statements for Guarantors or any financial statements for unconsolidated subsidiaries or 50% or less-owned persons contemplated by Rule 3-09 of Regulation S-X, or in each case any successor provisions.

Delivery of such reports, information and documents to the trustee is for informational purposes only and the trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants under the indenture (as to which the trustee is entitled to rely exclusively on an Officer's Certificate).

Events of Default

Events of Default in respect of the notes include:

(1) failure to make the payment of any interest on the notes when the same becomes due and payable, and that failure continues for a period of 30 days;

(2) failure to make the payment of any principal of, or premium, if any, on, any of the notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise;

(3) failure to comply with the covenant described under '' — Certain Covenants — Merger, Consolidation and Sale of Property'';

(4) failure to comply with any other covenant or agreement in the notes or in the indenture (other than a failure that is the subject of the foregoing clause (1), (2) or (3)) and such failure continues for 60 days (other than with respect to the covenant described under '' — SEC Reports,'' which failure continues for 120 days) after written notice is given to the Company as provided below;

(5) a default under any Debt by the Company or any Restricted Subsidiary that results in acceleration of the maturity of that Debt, or failure to pay any Debt at maturity, in either case giving effect to any applicable grace period, in an aggregate amount greater than $100.0 million or its foreign currency equivalent at the time (the ''*cross acceleration provisions*'');

(6) any judgment or judgments for the payment of money in an aggregate amount in excess of $100.0 million (or its foreign currency equivalent at the time), net of any amounts covered by insurance) that shall be rendered against the Company or any Restricted Subsidiary and that shall not be waived, satisfied or discharged for any period of 60 consecutive days after such judgment or judgments have become final (the ''*judgment default provisions*'');

(7) specified events involving bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary (the ''*bankruptcy provisions*''); or

(8) the Guarantee of any Significant Subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any responsible Officer of any Guarantor that is a Significant Subsidiary, as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of the indenture or the release of any such Guarantee in accordance with the indenture.

A Default under clause (4) is not an Event of Default until the trustee or the holders of not less than 25% in aggregate principal amount of the notes then outstanding notify the Company of the Default and the Company does not cure that Default within the time specified after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a ''Notice of Default.''

The Company shall deliver to the trustee, within 30 days after the occurrence thereof, written notice in the form of an Officer's Certificate of any Default or Event of Default, its status and what action the Company is taking or proposes to take with respect thereto.

If an Event of Default with respect to the notes (other than an Event of Default resulting from particular events involving bankruptcy, insolvency or reorganization with respect to the Company) shall have occurred and be continuing, the trustee or the registered holders of not less than 25% in aggregate principal amount of notes then outstanding may declare to be immediately due and payable the principal amount of all the notes then outstanding, plus accrued but unpaid interest to, but excluding, the date of acceleration. In case an Event of Default resulting from events of bankruptcy, insolvency or reorganization with respect to the Company shall occur, the amount with respect to all the notes shall be due and payable immediately without any declaration or other act on the part of the trustee or the holders of the notes.

After any such acceleration, but before a judgment or decree based on acceleration is obtained by the trustee, the registered holders of a majority in aggregate principal amount of the notes then outstanding may, under some circumstances, rescind and annul the acceleration if all Events of Default, other than the nonpayment of accelerated principal, premium or interest, have been cured or waived as provided in the indenture.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default shall occur and be continuing, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of the notes, unless the holders shall have offered to the trustee indemnity satisfactory to it against loss, liability or expense. Subject to the provisions for the indemnification of the trustee, the holders of a majority in aggregate principal amount of the notes then outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the notes.

No holder of notes will have any right to institute any proceeding with respect to the indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

(a) that holder has previously given to the trustee written notice of a continuing Event of Default;

(b) the registered holders of at least 25% in aggregate principal amount of the notes then outstanding have made written request and offered indemnity to the trustee satisfactory to it against loss, liability or expense to institute the proceeding as trustee; and

(c) the trustee shall not have received from the registered holders of a majority in aggregate principal amount of the notes then outstanding a direction inconsistent with that request and shall have failed to institute the proceeding within 60 days.

However, these limitations do not apply to a suit instituted by a holder of any note for enforcement of payment of the principal of, premium, if any, or interest on, that note on or after the respective due dates expressed in that note.

Amendments and Waivers

Subject to certain exceptions, the indenture, any Guarantee thereunder and the notes may be amended with the consent of the registered holders of a majority in aggregate principal amount of the notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes) and any past default or compliance with any provisions may also be waived (except a default in the payment of principal, premium or interest and particular covenants and provisions of the indenture which cannot be amended without the consent of each holder of an outstanding note) with the consent of the registered holders of at least a majority in aggregate principal amount of the notes then outstanding. However, without the consent of each holder of an outstanding note affected thereby, no amendment may, among other things:

(1) reduce the amount of notes whose holders must consent to an amendment or waiver;

(2) reduce the rate of or extend the time for payment of interest on any note;

(3) reduce the principal of or extend the Stated Maturity of any note;

(4) make any note payable in money other than U.S. dollars;

(5) amend the contractual right expressly set forth in the indenture or the notes of any holder to institute suit for the enforcement of any payment on or with respect to that holder's notes;

(6) subordinate the notes to any other obligation of the Company;

(7) except as expressly permitted by the indenture, modify the Guarantees of any Significant Subsidiary in any manner materially adverse to the holders of the notes;

(8) reduce the premium payable upon the redemption of any note or change the date on which any note may be redeemed, as described under '' — Optional Redemption'';

(9) reduce the premium payable upon a Change of Control or, at any time after a Change of Control has occurred, change the time by which the Change of Control Offer relating thereto must be made or at which the notes must be repurchased pursuant to that Change of Control Offer; or

(10) at any time after the Company is obligated to make a Prepayment Offer with the Excess Proceeds from Asset Sales, change the time by which the Prepayment Offer must be made or at which the notes must be repurchased pursuant thereto.

Without the consent of any holder of the notes, the Company and the trustee may amend the indenture, the related Guarantees and the notes to:

(1) cure any ambiguity, omission, defect or inconsistency, as evidenced in an Officer's Certificate;

(2) provide for the assumption by a successor entity of the obligations of the Company or any Guarantor under the indenture;

(3) provide for uncertificated notes in addition to or in place of certificated notes (*provided* that the uncertificated notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code);

(4) comply with the rules of any applicable depositary;

(5) add a Guarantor with respect to the notes;

(6) secure the notes, to add to the covenants of the Company and the Guarantors for the benefit of the holders of the notes or to surrender any right or power conferred upon the Company or any Guarantor;

(7) make any change that does not adversely affect the rights of any holder of the notes in any material respect;

(8) comply with any requirement of the SEC in connection with the qualification of the indenture under the Trust Indenture Act;

(9) provide for the issuance of Additional Notes in accordance with the indenture;

(10) evidence and provide for the acceptance of an appointment under the indenture of a successor trustee; or

(11) conform the text of the indenture, the related Guarantees or the notes to any provision of this ''Description of Notes'' to the extent that such provision in this ''Description of Notes'' was intended to be a verbatim recitation of a provision of the indenture, Guarantee or notes as set forth in an Officer's Certificate.

The consent of the holders of the notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment becomes effective, the Company is required to mail (or send by electronic transmission in the case of notes held in book-entry form) to each registered holder of the notes at the holder's address appearing in the security register a notice briefly describing the amendment. However, the failure to give this notice to all holders of the notes, or any defect therein, will not impair or affect the validity of the amendment.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes and the related Guarantees, when either:

(1) all notes theretofore authenticated and delivered, except mutilated, lost or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust, have been delivered to the trustee for cancellation; or

(2) (A) all notes not theretofore delivered to the trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption and redeemed within one year under arrangements satisfactory to the trustee for the giving of notice of redemption by the trustee in the name, and at the expense, of the Company, and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders of the notes cash in U.S. dollars, U.S. Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized accounting firm (in the case of U.S. Government Securities), without consideration of any reinvestment of interest to pay and discharge the entire Debt on the notes not theretofore delivered to the trustee for cancellation for principal, premium, if any, and accrued interest to, but excluding, the date of maturity or redemption;

(B) the Company has paid or caused to be paid all sums payable by it under the indenture; and

(C) the Company has delivered irrevocable instructions to the trustee to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Defeasance

The Company at any time may terminate all its and the Guarantors' obligations under the notes, the related Guarantees and the indenture (''*legal defeasance*''), except for particular obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the notes, to replace mutilated, destroyed, lost or stolen notes and to maintain a registrar and paying agent in respect of the notes. The Company at any time may terminate with respect to the notes:

(1) its obligations under the covenants described under '' — Repurchase at the Option of Holders Upon a Change of Control'' and '' — Certain Covenants'';

(2) the operation of the cross acceleration provisions, the judgment default provisions and the bankruptcy provisions with respect to Significant Subsidiaries, described under '' — Events of Default'' above; and

(3) the limitations contained in clause (d) under the first paragraph of '' — Certain Covenants — Merger, Consolidation and Sale of Property'' above (''*covenant defeasance*'').

The Company may exercise its legal defeasance option with respect to the notes notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option with respect to the notes, payment of the notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option with respect to the notes, payment of the notes may not be accelerated because of an Event of Default specified in clause (4) (with respect to the covenants described under '' — Certain Covenants''), (5), (6) or (7) (with respect only to Significant Subsidiaries) under '' — Events of Default'' above or because of the failure of the Company to comply with clause (d) under the first paragraph of '' — Certain Covenants — Merger, Consolidation and Sale of Property'' above. The legal defeasance option or the covenant defeasance option with respect to the notes may be exercised only if:

(a) the Company irrevocably deposits in trust with the trustee money in U.S. dollars or U.S. Government Obligations for the payment of principal of and interest (including premium, if any) on the notes to maturity or redemption;

(b) the Company delivers to the trustee a certificate of a nationally recognized accounting firm expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment will provide cash at the times and in amounts as will be sufficient to pay principal and interest (including premium, if any) when due on all the notes to maturity or redemption, as the case may be;

(c) [reserved];

(d) no Default or Event of Default has occurred and is continuing on the date of the deposit and after giving effect thereto;

(e) the deposit does not constitute a default under any other material agreement or instrument binding on the Company or any Guarantor;

(f) in the case of the legal defeasance option, the Company delivers to the trustee an Opinion of Counsel stating that:

(1) the Company has received from the Internal Revenue Service a ruling; or

(2) since the date of the indenture there has been a change in the applicable Federal income tax law, to the effect, in either case, that, and based thereon the Opinion of Counsel shall confirm that, the holders of the notes will not recognize income, gain or loss for Federal income tax purposes as a result of the defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same time as would have been the case if the defeasance had not occurred;

(g) in the case of the covenant defeasance option, the Company delivers to the trustee an Opinion of Counsel to the effect that the holders of the notes will not recognize income, gain or loss for Federal income tax purposes as a result of that covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if that covenant defeasance had not occurred; and

(h) the Company delivers to the trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance of the notes have been complied with as required by the indenture.

Governing Law

The indenture, the notes and the related Guarantees will be governed by the internal laws of the State of New York without reference to principles of conflicts of law.

The Trustee

Wells Fargo Bank, National Association is the trustee, registrar and paying agent with regard to the notes.

Except during the continuance of an Event of Default, the trustee will perform only the duties as are specifically set forth in the indenture. During the existence of an Event of Default, the trustee will exercise the rights and powers vested in it under the indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of that person's own affairs.

Definitions

Set forth below is a summary of defined terms from the indenture that are used in this ''Description of Notes.'' Reference is made to the indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided. Unless the context otherwise requires, an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP.

''*2024 Notes*'' means the Company's 4.625% Senior Notes due 2024 outstanding on the Issue Date that were issued pursuant to the 2024 Notes Indenture.

''*2024 Notes Indenture*'' means that certain Indenture, dated as of November 9, 2016, by and among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

''*2026 Notes*'' means the Company's 4.875% Senior Notes due 2026 outstanding on the Issue Date that were issued pursuant to the 2026 Notes Indenture.

''*2026 Notes Indenture*'' means that certain Indenture, dated as of November 9, 2016, by and among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

''*Additional Assets*'' means:

(a) any Property (other than cash, cash equivalents, securities and inventory) to be owned by the Company or any Restricted Subsidiary and used or useful in a Permitted Business;

(b) Equity Interests of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Equity Interests by the Company or another Restricted Subsidiary; or

(c) Equity Interests constituting a minority interest not held by the Company or a Restricted Subsidiary in any Person that at such time is a Restricted Subsidiary; *provided*, *however*, that, in the case of clauses (b) and (c), the Restricted Subsidiary is primarily engaged in a Permitted Business.

''*Affiliate*'' means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

''*Applicable Premium*'' means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such note; and

(2) the excess, if any, of:

(A) the present value at such redemption date of (i) the principal amount of such note plus (ii) all scheduled remaining interest payments due on such note through such date (excluding accrued but unpaid interest to, but excluding, the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(B) the principal amount of such note.

''*Asset Sale*'' means any sale, lease, transfer, issuance or other disposition (or series of related sales, leases, transfers, issuances or dispositions) by the Company or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a ''*disposition*''), of:

(a) any shares of Equity Interests of a Restricted Subsidiary (other than directors' qualifying shares or shares of interests required to be held by foreign nationals pursuant to local law);

(b) all or substantially all the assets of any division or line of business of the Company or any Restricted Subsidiary; or

(c) any other assets of the Company or any Restricted Subsidiary outside of the ordinary course of business of the Company or such Restricted Subsidiary, other than, in the case of clause (a), (b) or (c) above;

(1) any disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary;

(2) any disposition that constitutes a Restricted Payment permitted by the covenant described under '' — Certain Covenants — Limitation on Restricted Payments'' or a Permitted Investment;

(3) any disposition effected in compliance with the covenant described under '' — Certain Covenants — Merger, Consolidation and Sale of Property'';

(4) a sale of accounts receivables and related assets in connection with a Permitted Receivables Financing;

(5) the creation of Liens permitted by '' — Certain Covenants — Limitation on Liens'';

(6) the unwinding of any Swap Contract;

(7) transfers of condemned real property as a result of the exercise of ''eminent domain'' or other similar policies to the respective governmental authority or agency that has condemned such property (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such property as part of an insurance settlement;

(8) non-exclusive licenses or sublicenses of intellectual property in the ordinary course of business and abandonment or lapse of Intellectual Property that is, in the reasonable business judgment of the Company or its Restricted Subsidiary, no longer used in or useful in the conduct of their respective businesses;

(9) Specified Sales;

(10) the issuance by a Restricted Subsidiary of Disqualified Equity Interests or Preferred Stock that is permitted by the covenant described under '' — Certain Covenants — Limitation on Debt''; and

(11) any disposition that does not (alone or in a series of related dispositions) involve assets having a Fair Market Value or consideration in excess of $25.0 million.

''*Attributable Debt*'' means, with respect to any Sale and Leaseback Transaction, (i) with respect to any such lease that creates a Capital Lease Obligation, the Capital Lease Obligation thereunder and (ii) with respect to any lease that does not result in a Capital Lease Obligation, the principal amount of the Capital Lease Obligation that would result if such lease was treated as a Capital Lease Obligation (assuming an interest rate for such lease equal to the interest rate applicable to the notes).

''*Attributed Principal Amount*'' means, on any day, with respect to any Permitted Receivables Financing entered into by the Company or any Restricted Subsidiary, the aggregate amount (with respect to any such transaction, the ''*Invested Amount*'') paid to, or borrowed by, such Person as of such date under such Permitted Receivables Financing, minus the aggregate amount received by the applicable Receivables Financier and applied to the reduction of the Invested Amount under such Permitted Receivables Financing.

''*Available Amount*'' means, at any time, an amount equal to the sum, without duplication, of:

(a) 50% of Consolidated Net Income of the Company for the period (taken as a single accounting period (but excluding any fiscal quarter occurring solely during a Suspension Period) commencing on November 28, 2016 and ending on the last day of the most recent fiscal quarter for which internal financial statements are available at such time (or, if such aggregate cumulative Consolidated Net Income of the Company for such period shall be a deficit, *minus* 100% of such deficit); *plus*

(b) 100% of the Equity Interest Sale Proceeds or other capital contributions received by the Company (other than from a Subsidiary of the Company) following the Existing Notes Issue Date and prior to such time to the extent such proceeds have not been utilized as the basis the making of any Restricted Payment (other than pursuant to clause (c) of the first paragraph of the covenant described under '' — Certain Covenants — Limitation on Restricted Payments''); *plus*

(c) 100% of the net cash proceeds received by the Company or a Restricted Subsidiary (other than from the Company or a Subsidiary of the Company) from the issuance or sale of Debt of the Company or a Restricted Subsidiary following the Existing Notes Issue Date to the extent such Debt has been converted into or exchanged for Equity Interests (other than Disqualified Equity Interests) of the Company prior to such time; *plus*

(d) the aggregate amount of cash returns received by the Company or any Restricted Subsidiary (other than from the Company or a Subsidiary) from any Restricted Investment made subsequent to the Existing Notes Issue Date pursuant to clause (c) of the first paragraph of the covenant described under '' — Certain Covenants — Limitation on Restricted Payments'' prior to such time (including upon the disposition of any such Investment); *plus*

(e) the Fair Market Value of the Company's and its Restricted Subsidiaries' Restricted Investments in any Unrestricted Subsidiary at the time it is designated as a Restricted Subsidiary subsequent to the Existing Notes Issue Date to the extent the Investment in such Unrestricted Subsidiary was made pursuant to clause (c) of the first paragraph of the covenant described under '' — Certain Covenants — Limitation on Restricted Payments.''

As of February 23, 2020, the amount available under clause (a) of this Available Amount would have been approximately $674.0 million.

''*Average Life*'' means, as of any date of determination, with respect to any Debt or Preferred Stock, the quotient obtained by dividing:

(a) the sum of the product of the numbers of years (rounded to the nearest one-twelfth of one year) from the date of determination to the dates of each successive scheduled principal payment of that Debt or redemption or similar payment with respect to that Preferred Stock multiplied by the amount of the payment; *by*

(b) the sum of all payments of this kind.

''*Capital Lease Obligation*'' means any obligation under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP; and the amount of Debt represented by that obligation shall be the capitalized amount of the obligations determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under that lease prior to the first date upon which that lease may be terminated by the lessee without payment of a penalty. Notwithstanding the foregoing, any lease (whether entered into before or after the Issue Date) that would have been classified as an operating lease (including the amount of the liability in respect of the operating lease that would at such time be required to be reflected as a liability on a balance sheet) pursuant to GAAP as in effect on December 31, 2018 will be deemed not to represent a Capital Lease Obligation or Debt. For purposes of '' — Certain Covenants — Limitation on Liens,'' a Capital Lease Obligation shall be deemed secured by a Lien on the Property being leased.

''*Cash Equivalents*'' means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(b) investments in (1) commercial paper and variable or fixed rate notes issued by (A) any domestic commercial bank of recognized standing having capital and surplus in excess of $250,000,000 or (B) any bank whose short-term commercial paper rating from S&P is at least A-1 or from Moody's is at least P-1 (any such bank described in this clause (b) being an ''*Approved Bank*'') (or by the parent company thereof) or (2) any commercial paper or variable rate notes issued by, or guaranteed by any domestic corporation rated A-1 or better by S&P or P-1 or better by Moody's, and in each case maturing within 270 days from the date of acquisition thereof;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any Approved Bank;

(d) repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (b) above;

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; and

(f) other investments made for cash management purposes in any jurisdiction outside the United States where the Company or its Restricted Subsidiaries conduct business that are classified as ''cash equivalents'' in accordance with GAAP.

''*Change of Control*'' means the occurrence of any of the following:

(1) any ''person'' or ''group'' (as such terms are used in Section 13(d) and 14(d) of the Exchange Act) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act except that a person will be deemed to be the beneficial owner of any Equity Interests of the Company such person has the right to acquire, whether that right is exercisable immediately or only after the passage of time), directly or indirectly (including as a result of a merger or consolidation of the Company), of more than 50% of the voting power of the Equity Interests of the Company entitled to vote for members of the board of directors of the Company on a fully diluted basis;

(2) the sale, lease or transfer (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, to any Person other than the Company or a Restricted Subsidiary; or

(3) the shareholders of the Company shall have approved any plan of liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Person shall not be deemed to have beneficial ownership of Equity Interests subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement unless such Person has the right to vote or direct the voting of such Equity Interests.

''*Consolidated EBITDA*'' means, for any period, for the Company and its Restricted Subsidiaries on a consolidated basis, an amount equal to:

(a) Consolidated Net Income for such period; *plus*

(b) other than with respect to clause (iv) below, an amount which, in the determination of Consolidated Net Income for such period, has been deducted for, without duplication: (i) Consolidated Interest Expense, (ii) provision for taxes based on income, profits or capital of the Company and its Restricted Subsidiaries, including, without limitation, federal, state, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period including penalties and interest related to such taxes or arising from any tax examinations, (iii) depreciation and amortization expense and all other non-cash charges (including impairment charges), expenses or losses (except for any such expense that (x) requires accrual of a reserve for anticipated future cash payments for any period or (y) represents a write-down of current assets), (iv) (1) pro forma costs savings permitted to be reflected in pro forma financial statements prepared in accordance with Regulation S-X of the Exchange Act and (2) the amount of pro forma cost savings, operating expense reductions and synergies (collectively, ''*Cost Savings*'') that are reasonably expected by the Company to result over the next succeeding four fiscal quarter period (calculated as though such Cost Savings had been realized on the first day of such period) as a result of, or in connection with, actions (including any acquisition or disposition of a Restricted Subsidiary or line of business, in each case, outside the ordinary course of business) consummated during such period or expected to be taken within twelve months, *provided* that (A) such Cost Savings are reasonably identifiable, quantifiable and factually supportable, (B) the aggregate amount of such Cost Savings added pursuant to this clause (iv)(2) during such period shall not exceed an amount equal to 10.0% of Consolidated EBITDA for such period (calculated without giving effect to any amounts added back pursuant to this clause (iv)(2)) and (C) such pro forma Cost Savings shall only be added back for quarters ending on or prior to the last day of the fourth full fiscal quarter following the applicable action, and in each case described in this clause (iv), no Cost Savings shall be added pursuant to this clause (iv) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise,

for such period, (v) non-recurring, extraordinary or unusual cash charges, expenses or losses not exceeding $25.0 million in any four fiscal quarter period, (vi) any contingent or deferred payments (including earn-out payments, non-compete payments and consulting payments but excluding ongoing royalty payments) made in connection with any acquisition of a Restricted Subsidiary or line of business outside the ordinary course of business, (vii) the amount of write-offs or amortization of deferred financing fees, commissions, fees and expenses (including any write-offs or amortization of fees and expenses related to Permitted Receivables Financings), (viii) losses from foreign exchange translation adjustments or Swap Contracts during such period, (ix) losses associated with discontinued operations (but only after such operations are no longer owned or operated by the Company or a Restricted Subsidiary), (x) income associated with discontinued operations (but only after such operations are no longer owned or operated by the Company or a Restricted Subsidiary), acquisition integration costs and fees, including cash severance payments made in connection with acquisitions, (xi) any costs or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of issuance of Equity Interests of the Company (*provided* that such net cash proceeds shall not increase the Available Amount), and (xii) the fees and expenses paid to third parties during such period that directly arise out of and are incurred in connection with any Permitted Acquisition, investment, asset disposition, issuance or repayment of debt, issuance of Equity Interests, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed, and including transaction expenses incurred in connection therewith) or early extinguishment of Debt to the extent such items were subject to capitalization prior to the effectiveness of Financial Accounting Standards Board Statement No. 141R, ''Business Combinations,'' but are required under such statement to be expensed currently; *minus*

(c) the following to the extent included in the determination of Consolidated Net Income for such period, without duplication: (i) non-cash credits, income or gains, including non-cash gains from foreign exchange translation adjustments or Swap Contracts during such period (but excluding any non-cash credits, income or gains that represent an accrual in the ordinary course), (ii) any extraordinary or unusual income or gains (including amounts received on early terminations of Swap Contracts), and (iii) any federal, state, local and foreign income tax credits.

''*Consolidated Fixed Charges*'' means, for any period, the total interest expense (net of interest income) of the Company and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense, and to the extent Incurred by the Company or its Restricted Subsidiaries, without duplication:

(a) interest expense with respect to Capital Lease Obligations;

(b) amortization of debt discount;

(c) capitalized interest;

(d) non-cash interest expense;

(e) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing;

(f) net costs associated with Swap Contracts relating to interest rates (including amortization of fees) (it being understood that any net benefits associated with Swap Contracts relating to interest rates shall be included in interest income);

(g) Disqualified Equity Interest Dividends, excluding dividends paid in Qualified Equity Interests;

(h) Preferred Stock Dividends;

(i) interest Incurred in connection with Investments in discontinued operations; and

(j) interest accruing on any Debt of any other Person to the extent that Debt is Guaranteed by the Company or any Restricted Subsidiary.

Notwithstanding anything to the contrary contained herein, (i) amortization or write-off of debt issuance costs, deferred financing or liquidity fees, commissions, fees and expenses, call premiums, (ii) any expensing of bridge, commitment and other financing fees and (iii) commissions, discounts, yield and other fees and charges Incurred in connection with any transaction (including, without limitation, any Permitted Receivables Financing) pursuant to which the Company or any Subsidiary of the Company may sell, convey or otherwise transfer or grant a security interest in any accounts receivable or related assets of the type specified in the definition of ''Permitted Receivables Financing'' shall not be included in Consolidated Fixed Charges.

''*Consolidated Fixed Charges Coverage Ratio*'' means, as of any date of determination, the ratio of:

(a) the aggregate amount of EBITDA for the most recent four consecutive fiscal quarters for which internal financial statements are available on such determination date; to

(b) Consolidated Fixed Charges for those four fiscal quarters;

provided, *however*, that the Consolidated Fixed Charges Coverage Ratio shall be calculated on a Pro Forma Basis.

''*Consolidated Funded Debt*'' means, as of any date of determination with respect to the Company and its Restricted Subsidiaries on a consolidated basis, without duplication, the sum of: (a) the outstanding principal amount of all obligations for borrowed money, whether current or long-term, and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments or upon which interest payments are customarily made; (b) all obligations arising under letters of credit (including standby and commercial), but only to the extent consisting of unpaid reimbursement obligations in respect of drawn amounts under letters of credit; (c) all Capital Lease Obligations; (d) all obligations issued or assumed as the deferred purchase price of assets or services purchased (other than contingent earn-out payments and other contingent deferred payments to the extent not fixed and payable, and trade debt Incurred in the ordinary course of business) which would appear as liabilities on a balance sheet in accordance with GAAP; (e) all Disqualified Equity Interests of such Persons; (f) all guarantees by the Company or a Restricted Subsidiary with respect to outstanding Debt of the type specified in clauses (a) through (e) above of another Person; and (g) all Debt of the types referred to in clauses (a) through (f) above of any partnership or joint venture (other than a joint venture that is itself a corporation, limited liability company or similar limited liability entity organized under the laws of a jurisdiction other than the United States or a state thereof) in which the Company or any of its Restricted Subsidiaries is a general partner or joint venturer, except to the extent that Debt is expressly made non-recourse to such Person.

''*Consolidated Interest Expense*'' means, for any period, for the Company and its Restricted Subsidiaries on a consolidated basis without duplication, the following (in each case as determined in accordance with GAAP): (a) all interest in respect of Consolidated Funded Debt (including the interest component of synthetic leases, account receivables securitization programs, off balance sheet loans or similar off balance sheet financing products) accrued during such period (whether or not actually paid during such period) determined after giving effect to any net payments made or

received under interest rate Swap Contracts minus (b) the sum of (i) all interest income during such period and (ii) to the extent included in clause (a) above, the amount of write-offs or amortization of deferred financing fees, commissions, fees and expenses (including write-offs or amortization of fees and expenses related to Permitted Receivables Financings), and amounts paid (or plus any amounts received) on early terminations of Swap Contracts *plus* (c) the loss or discount on the sale of Transferred Assets to any Receivables Financier in connection with a Permitted Receivables Financing.

''*Consolidated Net Income*'' for any period means the consolidated net income (or loss) attributable to the Company for such period determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded from such net income (to the extent otherwise included therein), without duplication:

(1) the net income (or loss) of any Person that is not a Restricted Subsidiary, except (i) to the extent such income has actually been distributed in cash to the Company or any Restricted Subsidiary during such period and (ii) in the case of the Existing Joint Ventures, for other equity of the Company and its Restricted Subsidiaries in the earnings of the Existing Joint Ventures in excess of the amount included pursuant to clause (1)(i) so long as the amount included in this clause (1)(ii) for any period does not exceed 6.0% of Consolidated EBITDA for such period;

(2) gains and losses due solely to fluctuations in currency values and the related tax effects according to GAAP;

(3) the cumulative effect of any change in accounting principles; and

(4) gains and losses from dispositions of assets outside the ordinary course of business or upon early retirement of Debt.

''*Consolidated Net Leverage Ratio*'' means, on any date, the ratio, determined on a Pro Forma Basis, of (a) Consolidated Funded Debt on such date, minus (i) unrestricted cash and Cash Equivalents of the Company and the Guarantors (it being agreed that cash or Cash Equivalents (x) placed on deposit with a trustee to discharge or defease Debt or (y) to the extent proceeds of Debt Incurred to finance an acquisition and held in escrow pending the consummation of such acquisition to consummate such acquisition or prepay such Debt shall be considered unrestricted to the extent the related Debt is included in Consolidated Funded Debt) and (ii) to the extent not prohibited from being distributed to the Company or any Guarantor pursuant to any applicable law, contractual obligation or organizational document, 75% of the amount of unrestricted cash and Cash Equivalents of Restricted Subsidiaries that are not Guarantors (it being agreed that cash or Cash Equivalents segregated or held in escrow to prepay Debt or to consummate an acquisition shall be considered unrestricted) to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter most recently ended prior to such date for which internal financial statements are available at such time).

''*Consolidated Secured Net Leverage Ratio*'' means, on any date, the ratio, determined on a Pro Forma Basis, of (a) Consolidated Funded Debt on such date that is secured by any Lien on any assets of the Company or a Restricted Subsidiary, *minus* (i) unrestricted cash and Cash Equivalents of the Company and the Guarantors (it being agreed that cash or Cash Equivalents (x) placed on deposit with a trustee to discharge or defease Debt or (y) to the extent proceeds of Debt Incurred to finance an acquisition and held in escrow pending the consummation of such acquisition to consummate such acquisition or prepay such Debt shall be considered unrestricted to the extent the related Debt is included in Consolidated Funded Debt) and (ii) to the extent not prohibited from being distributed to the Company or any Guarantor pursuant to any applicable law,

contractual obligation or organizational document, 75% of the amount of unrestricted cash and Cash Equivalents of Restricted Subsidiaries that are not Guarantors (it being agreed that cash or Cash Equivalents held in escrow to prepay Debt Incurred to consummate an acquisition shall be considered unrestricted) to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter most recently ended prior to such date for which internal financial statements are available at such time).

''*Consolidated Total Assets*'' means, as of any date of determination, the total assets of the Company and its Restricted Subsidiaries on a consolidated basis (measured as of the last day of the fiscal quarter most recently ended prior to such date of determination for which internal financial statements are available).

''*Control*'' means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. ''*Controlling*'' and ''*Controlled*'' have meanings correlative thereto.

''*Credit Facilities*'' means, with respect to the Company or any Restricted Subsidiary, one or more debt facilities or commercial paper facilities (including related guarantees and including indentures and note purchase agreements) with banks, investment banks, insurance companies, mutual funds or other institutional lenders (including the Senior Secured Credit Facilities), providing for revolving credit loans, term loans or notes or trade or standby letters of credit, in each case together with any Refinancing thereof on any basis so long as such Refinancing constitutes Debt.

''*Debt*'' means, as of any date of determination with respect to any Person, without duplication: (a) the outstanding principal amount of all obligations for borrowed money, whether current or long-term and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments or upon which interest payments are customarily made; (b) the maximum amount available to be drawn under letters of credit (including standby and commercial) and bankers' acceptances, including unpaid reimbursement obligations in respect of drawn amounts under letters of credit or bankers' acceptance facilities; (c) all Attributable Debt and Capital Lease Obligations and attributable indebtedness under synthetic leases, account receivables securitization programs, off-balance sheet loans or similar off-balance sheet financing products; (d) all obligations of such Person under conditional sale or other title retention agreements relating to assets purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business); (e) all obligations issued or assumed as the deferred purchase price of assets or services purchased (other than contingent earn-out payments and other contingent deferred payments, and trade debt Incurred in the ordinary course of business) which would appear as liabilities on a balance sheet; (f) all Disqualified Equity Interests issued by such Person; (g) all net obligations of such Person under Swap Contracts; (h) all guarantees with respect to outstanding Debt of the type specified in clauses (a) through (g) above of another person; (i) all Debt of the type specified in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; *provided* that if such Person has not assumed such obligations, then the amount of Debt of such Person for purposes of this clause (i) shall be equal to the lesser of the amount of the obligations of the holder of such obligations and the Fair Market Value of the assets of such Person which secure such obligations; and (j) all Debt of the types referred to in clauses (a) through (i) above of any partnership or joint venture (other than a joint venture that is itself a corporation, limited liability company or similar limited liability entity organized under the laws of a jurisdiction other than the United States or a state thereof) in which such Person is a general partner or joint venturer, except to the extent that Debt is expressly made non-recourse to such Person.

''*Default*'' means any event which is, or after notice or passage of time or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

''*Designated Non-Cash Consideration*'' means the Fair Market Value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth such valuation, *less* the amount of cash or cash equivalents received by the Company or a Restricted Subsidiary (other than from the Company or a Restricted Subsidiary) in connection with a subsequent Asset Sale of such Designated Non-Cash Consideration.

''*Disqualified Equity Interest Dividends*'' means all dividends with respect to Disqualified Equity Interests of the Company held by Persons other than a Restricted Subsidiary.

''*Disqualified Equity Interests*'' means any Equity Interest that, by its terms (or by the terms of any other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the notes), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and other than as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the notes, or (c) is or becomes convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Stated Maturity of the notes at the time of issuance of such Equity Interests, but only with respect to that portion of the Equity Interests that would satisfy clauses (a) through (c) prior to the date that is ninety-one (91) days after the Stated Maturity of the notes at the time of issuance of such Equity Interests; *provided* that (x) if such Equity Interests are issued pursuant to a plan for the benefit of employees of the Company or any of its Subsidiaries, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by the Company or its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations and (y) if such Equity Interest is held by any future, present or former employee, director, officer, manager, member of management or consultant (or their respective Affiliates or immediate family members) of the Company or any of its Subsidiaries, such Equity Interests shall not constitute Disqualified Equity Interests because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

''*Dollar Equivalent*'' means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as published by the Federal Reserve Board on the date of such determination.

''*Equity Interest Sale Proceeds*'' means the aggregate net proceeds (including the Fair Market Value of marketable securities or other property other than cash) received by the Company from the issuance or sale (other than to a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or the Subsidiary for the benefit of their employees) by the Company of its Equity Interests (other than Disqualified Equity Interests) after the Existing Notes

Issue Date, net of attorneys' fees, accountants' fees, initial purchasers' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with the issuance or sale and net of taxes paid or payable as a result thereof.

''*Equity Interests*'' means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination, in any case other than Debt securities convertible into or exchangeable for such capital stock or other ownership or profit interests or warrants, options or other rights for the purchase or acquisition of such capital stock or other ownership or profit interests.

''*Equity Offering*'' means any public or private sale of common stock or Preferred Stock of the Company (excluding Disqualified Equity Interests), other than (1) public offerings with respect to any of the Company's common stock registered on Form S-4 or Form S-8 (or any successor form) and (2) issuances to any Subsidiary of the Company.

''*Event of Default*'' has the meaning set forth under '' — Events of Default.''

''*Exchange Act*'' means the Securities Exchange Act of 1934.

''*Existing Joint Ventures*'' means Lamb-Weston/Meijer v.o.f., Lamb-Weston/RDO Frozen and Lamb Weston Alimentos Modernos SA.

''*Existing Notes*'' means the 2024 Notes and the 2026 Notes.

''*Existing Notes Issue Date*'' means November 9, 2016, the date of original issuance of the Existing Notes.

''*Fair Market Value*'' means with respect to any Property or liability, the fair market value of such Property or liability as determined in good faith by the Company (including as to the fair market value of all non-cash Properties and liabilities).

''*Foreign Restricted Subsidiary*'' means (a) any Restricted Subsidiary that is organized and existing under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia, (b) any direct or indirect Restricted Subsidiary of a Foreign Restricted Subsidiary described in clause (a), and (c) any Restricted Subsidiary incorporated or otherwise organized under the laws of the United States or any State thereof or the District of Columbia that has no material assets other than Equity Interests in one or more Foreign Restricted Subsidiaries described in clause (a).

''*GAAP*'' means United States generally accepted accounting principles as in effect on the Issue Date, including those set forth in the Accounting Standards Codification of the Financial Accounting Standards Board and in the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act.

''*Guarantee*'' means the guarantee by any Guarantor of the Company's obligations under the indenture.

''*guarantee*'' means, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for

deposit or collection) guaranteeing or intended to guarantee any Debt of any other Person in any manner, whether direct or indirect, and including without limitation any obligation, whether or not contingent, (a) to purchase any such Debt or any property constituting security therefor, (b) to advance or provide funds or other support for the payment or purchase of any such Debt or to maintain working capital, solvency or other balance sheet condition of such other Person (including without limitation keep well agreements, maintenance agreements or similar agreements or arrangements) for the benefit of any holder of Debt of such other Person, (c) to lease or purchase assets, securities or services primarily for the purpose of assuring the holder of such Debt, or (d) to otherwise assure or hold harmless the holder of such Debt against loss in respect thereof. The amount of any guarantee shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Debt in respect of which such guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

''*Guarantor*'' means each Restricted Subsidiary that Guarantees the notes in accordance with the terms of the indenture.

''*Incur*'' means, with respect to any Debt or other obligation of any Person, to create, issue, incur (by merger, conversion, exchange or otherwise), extend, assume, Guarantee or become liable in respect of that Debt or other obligation or the recording, as required pursuant to GAAP or otherwise, of any Debt or obligation on the balance sheet of that Person (and ''*Incurrence*'' and ''*Incurred*'' shall have meanings correlative to the foregoing); *provided*, *however*, that a change in GAAP that results in an obligation of that Person that exists at such time, and is not theretofore classified as Debt, becoming Debt shall not be deemed an Incurrence of that Debt; *provided*, *further*, *however*, that any Debt or other obligations of a Person existing at the time the Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by that Subsidiary at the time it becomes a Subsidiary; and *provided*, *further*, *however*, that solely for purposes of determining compliance with '' — Certain Covenants — Limitation on Debt,'' the accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Debt, the payment of dividends on Disqualified Equity Interests in the form of additional shares of Disqualified Equity Interests, accretion or amortization of original issue discount or liquidation preferences and increases in the amount of Debt outstanding solely as a result of fluctuations in the applicable Dollar Equivalent amount of any Debt will not be deemed to be an Incurrence of Debt, *provided* that in the case of Debt sold at a discount or at a premium, the amount of the Debt Incurred shall at all times be the aggregate principal amount at Stated Maturity.

''*Independent Financial Advisor*'' means an investment banking firm of national standing or any third party appraiser of national standing, *provided* that the firm or appraiser is not an Affiliate of the Company.

''*Internal Revenue Code*'' means the Internal Revenue Code of 1986, as amended.

''*Investment*'' by any Person means any direct or indirect loan (other than advances to customers and suppliers in the ordinary course of business), advance or other extension of credit or capital contribution (by means of transfers of cash or other Property to others or payments for Property or services for the account or use of others, or otherwise) to, or Incurrence of a guarantee of any obligation of, or purchase or acquisition of Equity Interests, bonds, notes, debentures or other securities or evidence of Debt issued by, any other Person. For purposes of the covenants described under '' — Certain Covenants — Limitation on Restricted Payments'' and '' — Certain Covenants — Designation of Restricted and Unrestricted Subsidiaries'' and the definitions of ''Restricted Payment'' and ''Permitted Investment,'' an Investment shall include the portion (proportionate to the Company's equity interest in the Subsidiary) of the Fair Market Value of the

net assets of any Subsidiary of the Company at the time that the Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of that Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent ''Investment'' in an Unrestricted Subsidiary of an amount (if positive) equal to:

(a) the Company's ''Investment'' in that Subsidiary at the time of such redesignation; *less*

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of that Subsidiary at the time of such redesignation.

In determining the amount of any Investment made by transfer of any Property other than cash, the Property shall be valued at its Fair Market Value at the time of the Investment.

''*Investment Grade Rating*'' means a rating of the notes of at least Baa3 by Moody's and at least BBB- by S&P (or, if either such Rating Agency shall cease to provide such a rating of the notes, an equivalent rating from a replacement Rating Agency).

''*Issue Date*'' means , 2020.

''*Lien*'' means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, Capital Lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

''*Limited Condition Acquisition*'' means any acquisition, including by means of a merger, amalgamation or consolidation, by the Company or one or more of its Restricted Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing or in connection with which any fee or expense would be payable by the Company or its Restricted Subsidiaries to the seller or target if financing to consummate the acquisition is not obtained as contemplated by the definitive acquisition agreement in respect thereof.

''*Moody's*'' means Moody's Investors Service, Inc. and any successor thereto.

''*Net Available Cash*'' from any Asset Sale means cash payments received therefrom (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, including after release from any required escrow, but excluding any other consideration received in the form of assumption by the acquiring Person of Debt or other obligations relating to the Property that is the subject of that Asset Sale or received in any other non-cash form), in each case net of:

(a) all legal, title and recording tax expenses, commissions and other fees (including, without limitation, brokers' or investment bankers' commissions or fees) and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or reasonably expected to be paid or accrued as a liability under GAAP, as a consequence of the Asset Sale;

(b) all payments made on any Debt that is secured by any Property subject to the Asset Sale, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to that Property, or which must by its terms, or in order to obtain a necessary consent to the Asset Sale, or by applicable law, be repaid out of the proceeds from the Asset Sale;

(c) all distributions and other payments required to be made to noncontrolling interest holders in Subsidiaries or joint ventures as a result of the Asset Sale;

(d) the deduction of appropriate amounts provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the Property disposed in the Asset Sale and retained by the Company or any Restricted Subsidiary after the Asset Sale; and

(e) payments of unassumed liabilities (not constituting Debt) relating to the Property that is the subject of the Asset Sale at the time of, or within 30 days after, such Asset Sale.

''*Officer*'' means the Chief Executive Officer, the President, the Chief Financial Officer, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Assistant Treasurer, the Secretary or the Assistant Secretary of the Company.

''*Officer's Certificate*'' means a certificate signed by an Officer of the Company and delivered to the trustee.

''*Opinion of Counsel*'' means a written opinion from legal counsel which is acceptable to the trustee. The counsel may be an employee of or counsel to the Company.

''*Permitted Business*'' means any business that is reasonably similar, ancillary or related to, or a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged in on the Issue Date.

''*Permitted Encumbrances*'' means:

(a) Liens imposed by law for taxes that are not yet delinquent or are being contested in good faith;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlord's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith;

(c) pledges and deposits under workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits or pledges to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments (or appeal or surety bond relating to such judgments) that do not constitute an Event of Default;

(f) easements, zoning restrictions, licenses, title restrictions, rights-of-way and similar encumbrances on real property imposed by law or incurred or granted by the Company or any Subsidiary in the ordinary course of business that do not secure any material monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Company or any Subsidiary; and

(g) minor imperfections in title that do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Company or any Subsidiary;

provided that the term ''Permitted Encumbrances'' shall not include any Lien securing Debt for borrowed money.

''*Permitted Investments*'' means:

(1) any Investment by the Company or any of its Restricted Subsidiaries in the Company or any of its Restricted Subsidiaries;

(2) any Investment in cash or Cash Equivalents and Investments that were Cash Equivalents when made;

(3) any Investment by the Company or any of its Restricted Subsidiaries in a Person if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary,

and, in each case, any Investment held by such Person at the time such Person becomes a Restricted Subsidiary; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation, amalgamation, transfer or conveyance;

(4) any Investment in securities or other assets not constituting cash or Cash Equivalents and received in connection with an Asset Sale made pursuant to the provisions of '' — Certain Covenants — Asset Sales'' or any other disposition of assets not constituting an Asset Sale;

(5) any Investment (i) existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or (ii) consisting of any replacement, refinancing, extension, modification or renewal of any Investment existing on the Issue Date; *provided* that the amount of any such Investment may only be increased (x) as required by the terms of such Investment as in existence on the Issue Date, or (y) as otherwise permitted under the indenture;

(6) any Investment acquired by the Company or any of its Restricted Subsidiaries:

(a) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable;

(b) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default; or

(c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates of the Company;

(7) Swap Contracts permitted under clause (g) of the second paragraph of the covenant described under '' — Certain Covenants — Limitation on Debt'';

(8) Investments (a) the payment for which consists of Equity Interests (exclusive of Disqualified Equity Interests) of the Company or (b) made using the proceeds of a substantially concurrent offering (with any offering completed within 90 days deemed as being substantially concurrent) of Equity Interests (other than Disqualified Equity Interests) of the Company; *provided*, *however*, that such Investment or proceeds, as applicable, will be excluded from the calculation of Equity Interest Sale Proceeds;

(9) guarantees of Debt permitted under the covenant described under '' — Certain Covenants — Limitation on Debt'';

(10) Investments consisting of (A) purchases and acquisitions of inventory, supplies, material, services or equipment, or other similar assets or purchases of contract rights or

licenses or leases of intellectual property, in each case in the ordinary course of business or (B) non-exclusive licensing of intellectual property in the ordinary course of business or the leasing, licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(11) additional Investments in an aggregate amount (based on the original cost thereof and without giving effect to subsequent changes in value) taken together with all other Investments made pursuant to this clause (11) that are at that time outstanding, not to exceed the greater of (x) $300.0 million and (y) 12.00% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the making of such Investment for which internal financial statements are available at such time); *provided* that, if such Investment is in Equity Interests of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed made under clause (1) or (3) above and shall not be included as having been made pursuant to this clause (11);

(12) advances to, or guarantees of Debt of, officers, directors and employees of the Company or its Subsidiaries not in excess of $10.0 million outstanding at any one time, in the aggregate;

(13) loans and advances to officers, directors and employees of the Company or its Subsidiaries for business-related travel expenses, moving expenses, payroll expenses and other similar expenses, in each case incurred in the ordinary course of business or consistent with past practice or to fund such Person's direct or indirect purchase of Equity Interests of the Company;

(14) any Investment in any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(15) endorsements for collection or deposit in the ordinary course of business;

(16) Investments resulting from pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or that are made in connection with Permitted Liens;

(17) advances, prepayments, loans or extensions of credit to customers and suppliers in the ordinary course of business;

(18) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(19) operating deposit accounts with depository institutions and other ordinary course cash management;

(20) deposits to secure bids, tenders, utilities, vendors, leases, licenses, statutory obligations, surety and appeal bonds, performance bonds and other deposits of like nature arising in the ordinary course of business;

(21) investments by any Receivables Financing SPC, the Company or any Restricted Subsidiary in a Receivables Financing SPC in each case made in connection with a Permitted Receivables Financing, and loans permitted by the applicable Permitted Receivables Financing that are made by the Company or a Restricted Subsidiary to a Receivables Financing SPC or by a Receivables Financing SPC to the Company or a Restricted Subsidiary in connection therewith;

(22) Investments consisting of non-cash consideration received in any Asset Sale;

(23) Investments in prepaid expenses, utility and workers' compensation, performance and other similar deposits, each as entered into in the ordinary course of business;

(24) Investments consisting of the licensing, sublicensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons; and

(25) other Investments; *provided* that (x) no Event of Default shall have occurred and be continuing or would occur as a consequence thereof and (y) after giving effect to such Investment on a Pro Forma Basis the Consolidated Net Leverage Ratio will be less than or equal to 4.50 to 1.00.

''*Permitted Liens*'' means:

(a) Liens to secure Debt (i) permitted to be Incurred under clause (b) of the second paragraph of the covenant described under '' — Certain Covenants — Limitation on Debt'' regardless of whether the Company and the Restricted Subsidiaries are actually subject to that covenant at the time the Lien is Incurred and (ii) any guarantee by the Company or any Restricted Subsidiary of Debt permitted by clause (l)(y) of the second paragraph under '' — Certain Covenants — Limitation on Debt'';

(b) Permitted Encumbrances;

(c) Liens securing Swap Contracts permitted by clause (g) of the second paragraph under '' — Certain Covenants — Limitation on Debt'';

(d) Liens on the Property of the Company or any Restricted Subsidiary Incurred in the ordinary course of business to secure performance of obligations with respect to statutory or regulatory requirements, performance or return-of-money bonds, surety bonds or other obligations of a like nature and Incurred in a manner consistent with industry practice, including banker's liens and rights of set-off, in each case which are not Incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of Property and which do not in the aggregate impair in any material respect the use of Property in the operation of the business of the Company and the Restricted Subsidiaries taken as a whole;

(e) Liens on Property at the time the Company or any Restricted Subsidiary acquired the Property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; *provided*, *however*, that any Lien of this kind may not extend to any other Property of the Company or any Restricted Subsidiary other than additions thereto and proceeds and products thereof; *provided*, *further*, *however*, that the Liens shall not have been Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which the Property was acquired by the Company or any Restricted Subsidiary;

(f) Liens on the Property of a Person at the time that Person becomes a Restricted Subsidiary; *provided*, *however*, that any Lien of this kind may not extend to any other Property of the Company or any other Restricted Subsidiary other than additions thereto and proceeds and products thereof; *provided further*, *however*, that the Lien was not Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which the Person became a Restricted Subsidiary;

(g) pledges or deposits by the Company or any Restricted Subsidiary under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Debt) or leases to which the Company or any Restricted Subsidiary is party, or deposits to secure public or statutory obligations of the Company or any Restricted Subsidiary, or deposits for the payment of rent, in each case Incurred in the ordinary course of business;

(h) Liens, assignments and pledges of rights to receive premiums, interest or loss payments or otherwise arising in connection with worker's compensation loss portfolio transfer insurance transactions or any insurance or reinsurance agreements pertaining to losses covered by insurance, and Liens (including, without limitation and to the extent constituting Liens, negative pledges) in favor of insurers or reinsurers on pledges or deposits by the Company or any Restricted Subsidiary under workmen's compensation laws, unemployment insurance laws or similar legislation;

(i) utility easements, building restrictions and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character;

(j) Liens to secure Debt permitted by clause (c) of the second paragraph under '' — Certain Covenants — Limitation on Debt; *provided* that such Liens attach only to the assets acquired, constructed or improved with the proceeds of the applicable Debt (or the Debt refinanced with Permitted Refinancing Debt) and additions thereto and products and proceeds thereof;

(k) Liens in favor of surety bonds or letters of credit issued pursuant to the request of and for the account of the Company or a Restricted Subsidiary in the ordinary course of its business; *provided* that these letters of credit do not constitute Debt;

(l) leases or subleases of real property granted by the Company or a Restricted Subsidiary to any other Person in the ordinary course of business and not materially impairing the use of the real property in the operation of the business of the Company or the Restricted Subsidiary;

(m) Liens on intellectual property arising from intellectual property licenses entered into in the ordinary course of business;

(n) Liens attaching to or related to joint ventures restricting Liens on interests in those joint ventures;

(o) Liens existing on the Issue Date not otherwise described in clause (a) above;

(p) Liens on (x) the Property of any Foreign Restricted Subsidiary to secure any Debt permitted to be Incurred by the Foreign Restricted Subsidiary pursuant to the covenant described under '' — Certain Covenants — Limitation on Debt'' and (y) the Property of the Company or any Restricted Subsidiary to secure any Debt permitted to be Incurred under clause (k) of such covenant;

(q) Liens on the Property of the Company or any Restricted Subsidiary to secure any Refinancing, in whole or in part, of any Debt secured by Liens referred to in clause (e), (f) or (o) above; *provided*, *however*, that any Lien of this kind shall be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to such Property) and the aggregate principal amount of Debt that is secured by the Lien shall not be increased to an amount greater than the sum of:

(1) the outstanding principal amount of the Debt secured by Liens described under clause (e), (f) or (o) below, as the case may be, at the time the original Lien became a Permitted Lien under the indenture, and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, incurred by the Company or the Restricted Subsidiary in connection with the Refinancing;

(r) Liens not otherwise permitted by clauses (a) through (q) above securing Debt permitted by '' — Certain Covenants — Limitation on Debt,'' so long as on a Pro Forma Basis (but excluding the cash proceeds of such Debt for purposes of calculating the Consolidated Secured Net Leverage Ratio), the Consolidated Secured Net Leverage Ratio does not exceed 3.00 to 1.00;

(s) Liens on cash or Cash Equivalents deposited with the trustee or similar agent for the holders of any Debt pending the payment, purchase, defeasance or other retirement of such Debt in connection with a Refinancing;

(t) Liens not otherwise permitted by clauses (a) through (s) above securing Debt and other obligations in an aggregate principal amount not in excess of the greater of (i) $200.0 million and (ii) 6.0% of Consolidated Total Assets (measured as of the last day of the fiscal quarter most recently ended prior to the date of Incurrence thereof for which internal financial statements are available at such time);

(u) leases, licenses, subleases or sublicenses and Liens on the property covered thereby, in each case, granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Company or any Restricted Subsidiary, taken as a whole, or (ii) secure any Debt;

(v) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business permitted by the indenture;

(w) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts Incurred in the ordinary course of business and not for speculative purposes;

(x) Liens that are contractual rights of set-off or rights of pledge (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions and not given in connection with the issuance of Debt, (ii) relating to pooled deposit or sweep accounts of the Company or any of the Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations Incurred in the ordinary course of business of the Company or any of the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of any Restricted Subsidiary in the ordinary course of business;

(y) Liens on any cash earnest money deposits made by the Company or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under the indenture;

(z) Liens consisting of an agreement to dispose of any Property in a sale, transfer, lease, license or other disposition permitted under the indenture, to the extent that such sale, transfer, lease, license or other disposition would have been permitted on the date of the creation of such Lien;

(aa) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(bb) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(cc) Liens on Property subject to any Sale and Leaseback Transaction permitted under the indenture and general intangibles related thereto; and

(dd) Liens securing obligations under Swap Contracts in a net amount not to exceed $50.0 million.

''*Permitted Receivables Financing*'' means any one or more receivables financings in which (a) the Company or any Restricted Subsidiary (i) conveys or sells any accounts (as defined in the Uniform Commercial Code as in effect in the State of New York), payment intangibles (as defined in the Uniform Commercial Code as in effect in the State of New York), notes receivable or residuals (collectively, together with certain property relating thereto and the right to collections thereon and any proceeds thereof, being the ''*Transferred Assets*'') to any Person that is not a Subsidiary or Affiliate of the Company (with respect to any such transaction, the ''*Receivables Financier*''), (ii) borrows from such Receivables Financier and secures such borrowings by a pledge of such Transferred Assets and/or (iii) otherwise finances its acquisition of such Transferred Assets and, in connection therewith, conveys an interest in such Transferred Assets to the Receivables Financier or (b) the Company or any Restricted Subsidiary sells, transfers, conveys or otherwise contributes any Transferred Assets to a Receivables Financing SPC, which Receivables Financing SPC then (i) conveys or sells any such Transferred Assets (or an interest therein) to another Receivables Financier, (ii) borrows from such Receivables Financier and secures such borrowings by a pledge of such Transferred Assets or (iii) otherwise finances its acquisition of such Transferred Assets and, in connection therewith, conveys an interest in such Transferred Assets to such Receivables Financier; *provided* that, as to either clause (a) or (b), (A) the aggregate Attributed Principal Amount for all such financings shall not at any one time exceed $100.0 million and (B) such financings shall not involve any recourse to the Company or any Restricted Subsidiary (other than a Receivables Financing SPC) for any reason other than (v) repurchases of non-eligible assets, (w) indemnifications for losses or dilution other than credit losses related to the Transferred Assets, (x) any obligations not constituting Debt under servicing arrangements for the receivables, (y) any interest rate swaps or currency swaps permitted hereunder and entered into in connection with a Permitted Receivables Financing on a ''back to back'' basis with swaps entered into by a Receivables Financing SPC or (z) representations, warranties, covenants, indemnities and guarantees of performance entered into by the Company or any Restricted Subsidiary which the Company has determined in good faith to be customary in a ''non-recourse'' receivables financing.

''*Permitted Refinancing Debt*'' means any Debt that Refinances any other Debt, including any successive Refinancings, so long as:

(a) the new Debt is in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) not in excess of the sum of:

(1) the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding of the Debt being Refinanced; and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to the Refinancing;

(b) the Average Life of the new Debt is equal to or greater than the Average Life of the Debt being Refinanced;

(c) the Stated Maturity of the new Debt is no earlier than the Stated Maturity of the Debt being Refinanced; and

(d) the new Debt shall not be senior in right of payment to the Debt that is being Refinanced; *provided*, *however*, that Permitted Refinancing Debt shall not include:

(x) Debt of a Subsidiary that is not a Guarantor that Refinances Debt of the Company or a Guarantor; or

(y) Debt of the Company or a Restricted Subsidiary that Refinances Debt of an Unrestricted Subsidiary.

''*Person*'' means any individual, corporation, company (including any limited liability company), association, partnership, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

''*Preferred Stock*'' means any Equity Interests of a Person, however designated, which entitle the holder thereof to a preference with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of that Person, over shares of any other class of Equity Interests issued by that Person.

''*Preferred Stock Dividends*'' means all dividends with respect to Preferred Stock of Restricted Subsidiaries held by Persons other than the Company or a Restricted Subsidiary.

''*Productive Assets*'' means assets (other than securities and inventory) that are used or usable by the Company and its Restricted Subsidiaries in Permitted Businesses.

''*Pro Forma Basis*'' means, with respect to compliance with any test or covenant hereunder, that all Specified Transactions occurring prior to the end of the applicable measurement period (and following the last day of such measurement period and on or prior to the applicable date of determination) and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant and: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Equity Interests in any Subsidiary of the Company owned by the Company or any of its Subsidiaries or any division or line of business, shall be excluded, and (ii) in the case of a Permitted Acquisition or investment described in the definition of ''Specified Transaction,'' shall be included, (b) any retirement of Debt and (c) any Debt Incurred or assumed by the Company or any of the Subsidiaries in connection therewith and if such Debt has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Debt as at the relevant date of determination; *provided* that any cost savings adjustments in connection therewith shall be subject to the limitations set forth in clause (b)(iv) of the definition of ''Consolidated EBITDA.''

''*Property*'' means, with respect to any Person, any interest of that Person in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including Equity Interests in, and other securities of, any other Person. For purposes of any calculation required pursuant to the indenture, the value of any Property shall be its Fair Market Value.

''*Purchase Money Debt*'' means Debt:

(a) consisting of the deferred purchase price of property, conditional sale obligations, obligations under any title retention agreement, other purchase money obligations and obligations in respect of industrial revenue bonds, in each case where the maturity of the Debt does not exceed the anticipated useful life of the Property being financed; and

(b) Incurred to finance the acquisition, construction or lease by the Company or a Restricted Subsidiary of the Property, including additions and improvements thereto;

provided, *however*, that the Debt is Incurred within 180 days after the acquisition, construction or lease of the Property by the Company or Restricted Subsidiary.

''*Qualified Equity Interests*'' means any Equity Interests of the Company that are not Disqualified Equity Interests.

''*Rating Age*ncy'' means each of Moody's and S&P; *provided* that if either such agency shall cease to provide ratings of the notes for reasons beyond the Company's control, then such term

shall also include any replacement credit ratings agency of nationally recognized standing that is selected by the Company.

''*Receivables Financier*'' has the meaning set forth in the definition of ''Permitted Receivables Financing.''

''*Receivables Financing SPC*'' means (1) a wholly owned direct Subsidiary of the Company which engages in no activities other than in connection with the financing of Transferred Assets pursuant to a Permitted Receivables Financing that meets the following criteria: (a) no portion of the Debt or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Company or any other Restricted Subsidiary of the Company (excluding guarantees of obligations (other than the principal of, and interest on, Debt) pursuant to customary securitization undertakings), (ii) is recourse to or obligates the Company or any other Restricted Subsidiary of the Company in any way (other than pursuant to customary securitization undertakings) or (iii) subjects any property or asset (other than the Transferred Assets) of the Company or any other Restricted Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to customary securitization undertakings, (b) with which neither the Company nor any of its other Restricted Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Financing documentation (including with respect to the servicing of the accounts receivable and related assets and the administration of the Receivables Financing SPC)) on terms less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Company (as determined by the Company in good faith), and (c) to which neither the Company nor any other Restricted Subsidiary of the Company has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results and (2) each general partner of any such Subsidiary described in clause (1) that meets all of the criteria set forth in clause (1).

''*Refinance*'' means, in respect of any Debt, to refinance, extend, renew, refund, repay, prepay, repurchase, redeem, defease or retire, or to issue other Debt, in exchange or replacement for, that Debt. ''*Refinanced*'' and ''*Refinancing*'' shall have correlative meanings.

''*Repay*'' means, in respect of any Debt, to repay, prepay, repurchase, redeem, legally defease, satisfy and discharge or otherwise retire that Debt. ''*Repayment*'' and ''*Repaid*'' shall have correlative meanings. For purposes of the covenant described under ''— Certain Covenants — Limitation on Asset Sales,'' Debt shall be considered to have been Repaid only to the extent the related loan commitment, if any, shall have been permanently reduced in connection therewith.

''*Restricted Investment*'' means any Investment by the Company or a Restricted Subsidiary other than a Permitted Investment.

''*Restricted Payment*'' means:

(a) any dividend or distribution (whether made in cash, securities or other Property) declared or paid on or with respect to any shares of Equity Interests of the Company or any Restricted Subsidiary (including any payment in connection with any merger or consolidation with or into the Company or any Restricted Subsidiary), except for any dividend or distribution that is made to the Company or the parent of the Restricted Subsidiary or any dividend or distribution payable solely in shares of Qualified Equity Interests of the Company;

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary (other than from the Company or any Restricted Subsidiary) (other than a purchase, repurchase, redemption, acquisition or retirement in which the consideration consists of Qualified Equity Interests of the Company);

(c) the purchase, repurchase, redemption, acquisition or retirement for value, prior to the date for any scheduled maturity, sinking fund or amortization or other installment payment, of any Subordinated Obligation (other than (i) the purchase, repurchase or other acquisition of any Subordinated Obligation purchased in anticipation of satisfying a scheduled maturity, sinking fund or amortization or other installment obligation, in each case due within one year of the date of acquisition and (ii) Debt permitted under clause (d) of the second paragraph under ''— Certain Covenants — Limitation on Debt''); or

(d) the making of any Restricted Investment.

''*Restricted Subsidiary*'' means any Subsidiary of the Company other than an Unrestricted Subsidiary.

''*S&P*'' means Standard & Poor's Financial Services LLC, a division of S&P Global, Inc. and any successor thereto.

''*Sale and Leaseback Transaction*'' means any direct or indirect arrangement relating to Property now owned or hereafter acquired whereby the Company or a Restricted Subsidiary transfers that Property to another Person and the Company or a Restricted Subsidiary leases it from that other Person together with any Refinancings thereof.

''*SEC*'' means the Securities and Exchange Commission.

''*Securities Act*'' means the Securities Act of 1933.

''*Senior Secured Credit Facilities*'' means the credit facilities provided pursuant to (i) that certain credit agreement, dated as of November 9, 2016 (as amended by Amendment No. 1, dated as of August 15, 2017, Amendment No. 2, dated as of December 1, 2017, Amendment No. 3, dated as of June 28, 2019 and Amendment No. 4, dated as of April 17, 2020), by and among the Company, the Guarantors, Bank of America, N.A., as administrative agent, the lenders party thereto from time to time, and the other parties thereto and (ii) that certain credit agreement, dated as of June 28, 2019 (as amended by Amendment No. 1, dated as of April 20, 2020), by and among the Company, the Guarantors, Northwest Farm Credit Services, PCA, as administrative agent, and the lenders party thereto from time to time.

''*Significant Subsidiary*'' means any Subsidiary that would be a ''Significant Subsidiary'' of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

''*Specified Sales*'' means sales of (a) inventory and materials in the ordinary course of business, (b) surplus, obsolete or worn-out Property, (c) cash or Cash Equivalents, (d) Equity Interests or Debt of Unrestricted Subsidiaries, other than Unrestricted Subsidiaries for which all or substantially all of the assets are cash or Cash Equivalents, (e) accounts receivable in connection with the collection or compromise thereof in the ordinary course of business and (f) property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such sale are applied substantially concurrently with such sale to the purchase price of similar replacement property.

''*Specified Transaction*'' means any of the following: (i) any Investment by the Company or any Restricted Subsidiary in any Person (including any Permitted Acquisition) other than a Person that was a Wholly Owned Restricted Subsidiary on the first day of such period involving (w) an investment in an Unrestricted Subsidiary, (x) the acquisition of a new Restricted Subsidiary or interest in a joint venture, (y) an increase in the Company's and its Restricted Subsidiaries' consolidated economic ownership of a Restricted Subsidiary or (z) the acquisition of a product line or business unit, (ii) any Asset Sale involving (x) the disposition of Equity Interests of a Subsidiary or joint venture (other than to the Company or a Subsidiary) or (y) the disposition of a product line or business unit, (iii) any Incurrence or repayment of Debt (in each case, other than revolving

indebtedness in the ordinary course of business under revolving credit facilities), (iv) any Restricted Payment in respect of the Company's Equity Interests, (v) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary or designation of an Unrestricted Subsidiary to be a Restricted Subsidiary and (vi) any other transaction specifically required to be given effect to on a Pro Forma Basis.

''*Stated Maturity*'' means, with respect to any security, the date specified in the security as the fixed date on which the payment of principal of the security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of the security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless that contingency has occurred).

''*Subordinated Obligation*'' means any Debt of the Company or a Guarantor (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the notes or the Guarantees, as applicable, pursuant to a written agreement to that effect.

''*Subsidiary*'' of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of Voting Stock is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a ''Subsidiary'' or to ''Subsidiaries'' shall refer to a Subsidiary or Subsidiaries of the Company.

''*Swap Contract*'' means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a ''*Master Agreement*''), including any such obligations or liabilities under any Master Agreement.

''*Transferred Ass*ets'' has the meaning set forth in the definition of ''Permitted Receivables Financing.''

''*Treasury Rate*'' means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published or the relevant information does not appear thereon, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to , 2027; *provided*, *however*, that if the period from the redemption date to , 2027 is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Company will (1) calculate the Treasury Rate on the second business day preceding the applicable redemption date and (2) prior to such redemption date, file with the trustee an Officer's Certificate setting forth the

Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

''*Unrestricted Subsidiary*'' means:

(a) any Subsidiary of the Company that is designated after the Issue Date as an Unrestricted Subsidiary as permitted or required pursuant to the covenant described under ''— Certain Covenants — Designation of Restricted and Unrestricted Subsidiaries'' and is not thereafter redesignated as a Restricted Subsidiary as permitted pursuant thereto; and

(b) any Subsidiary of an Unrestricted Subsidiary.

''*U.S. Government Obligations*'' means direct non-callable obligations of, or guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

''*Voting Stock*'' of any Person means all classes of Equity Interests or other interests (including partnership interests) of that Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

''*Wholly Owned Restricted Subsidiary*'' means, at any time, a Restricted Subsidiary all the Voting Stock of which (except directors' qualifying shares) is at that time owned, directly or indirectly, by the Company and its other Wholly Owned Subsidiaries.

''*Wholly Owned Subsidiary*'' of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY; DELIVERY AND FORM

The notes are being offered and sold to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A. The notes also may be offered and sold in offshore transactions in reliance on Regulation S. Except as set forth below, the notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The certificates representing the notes will be issued in fully registered form without interest coupons. Notes sold in reliance on Rule 144A initially will be represented by a permanent global note in fully registered form without interest coupons (the ''Restricted Global Note'') and will be deposited with the trustee as a custodian for DTC, as depositary, and registered in the name of a nominee of such depositary.

Notes sold in offshore transactions in reliance on Regulation S will be represented by one or more permanent global notes in fully registered form without interest coupons (each a ''Regulation S Global Note'' and, collectively with the Restricted Global Note, the ''Global Notes'') and will be deposited with the trustee as custodian for DTC, as depositary, and registered in the name of a nominee of such depositary. Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (such period through and including such 40th day, the ''distribution compliance period''), a beneficial interest in the Regulation S Global Note may be held only through Euroclear Bank S.A./N.V. (''Euroclear'') and Clearstream Banking, *société anonyme* (''Clearstream'') (as indirect participants in DTC) unless transferred to a person who takes delivery in the form of an interest in the Restricted Global Note upon receipt by the trustee of a written certification from the transferor to the effect that such transfer is being made to a person whom the transferor reasonably believes is a ''qualified institutional buyer'' (as defined in Rule 144A), or a ''QIB,'' in a transaction meeting the requirements of Rule 144A. Beneficial interests in a Restricted Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note whether before, on or after such time, only upon receipt by the trustee of a written certification to the effect that such transfer is being made in accordance with Regulation S. The Global Notes will be deposited upon issuance with the trustee, as custodian for DTC, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in a Restricted Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note whether before, on or after such time, only upon receipt by the trustee of a written certification to the effect that such transfer is being made in accordance with Regulation S.

The Global Notes (and any notes issued in exchange therefor) will be subject to certain restrictions on transfer set forth therein and in the indenture that will govern the notes and will bear the legend regarding such restrictions set forth under the heading ''Transfer Restrictions'' herein. Subject to such restrictions, QIBs or non-U.S. purchasers may elect to take physical delivery of their certificates (each a ''Certificated Security'') instead of holding their interests through the Global Notes (and which are then ineligible to trade through DTC) (collectively referred to herein as the ''Non-Global Purchasers''). Upon the transfer to a QIB of any Certificated Security initially issued to a Non-Global Purchaser, such Certificated Security will, unless the transferee requests otherwise or the Global Notes have previously been exchanged in whole for Certificated Securities, be exchanged for an interest in the Global Notes.

The Global Notes

We expect that, pursuant to procedures established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount of the individual beneficial interests represented by such Global Notes to the respective accounts of

persons who have accounts with such depositary (''participants'') and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture that will govern the notes. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture that will govern the notes.

Payments of the principal of, and premium (if any) and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. Neither we, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal of, and premium (if any) and interest on, the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers, registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds. If a holder requires physical delivery of a Certificated Security for any reason, including to sell notes to persons in states that require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a Global Note in accordance with the normal procedures of DTC and with the procedures set forth in the indenture that will govern the notes.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture that will govern the notes, DTC will exchange the applicable Global Notes for Certificated Securities, which it will distribute to its participants and which will be legended as set forth under the heading ''Transfer Restrictions.''

DTC has advised us as follows: DTC is a limited-purpose trust company organized under New York banking law, a ''banking organization'' within the meaning of the New York banking law, a member of the Federal Reserve System, a ''clearing corporation'' within the meaning of the New York Uniform Commercial Code and a ''clearing agency'' registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also

facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC they are under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of its obligations under the rules and procedures governing their operations.

Certificated Securities

A Global Note is exchangeable for certificated notes in fully registered form without interest coupons (''Certificated Securities'') only in the following limited circumstances:

- DTC notifies us that it is unwilling or unable to continue as depositary for the Global Note and we fail to appoint a successor depositary within 90 days of such notice, or
- there shall have occurred and be continuing an event of default with respect to the notes under the indenture that will govern the notes and DTC shall have requested the issuance of Certificated Securities.

Certificated Securities may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the trustee a written certificate (in the form provided in the indenture that will govern the notes) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes. See ''Transfer Restrictions.'' In no event shall the Regulation S Global Note be exchanged for Certificated Securities prior to (a) the expiration of the distribution compliance period and (b) the receipt of any certificates required under the provisions of Regulation S.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes will be limited to such extent.

Exchanges Between Regulation S Notes and Restricted Global Notes

Prior to the expiration of the distribution compliance period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in the Restricted Global Note only if:

(1) such exchange occurs in connection with a transfer of the notes pursuant to Rule 144A; and

(2) the transferor first delivers to the trustee a written certificate (in the form provided in the indenture that will govern the notes) to the effect that the notes are being transferred to a person:

  (a) who the transferor reasonably believes to be a QIB within the meaning of Rule 144A;

  (b) purchasing for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A; and

(c) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in a Restricted Global Note may be transferred to a person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the distribution compliance period, only if the transferor first delivers to the trustee a written certificate (in the form provided in the indenture that will govern the notes) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

Transfers involving exchanges of beneficial interests between the Regulation S Global Notes and the Restricted Global Notes will be effected by DTC by means of an instruction originated by the trustee through the DTC deposit/withdrawal at custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Restricted Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest. The policies and practices of DTC may prohibit transfers of beneficial interests in the Regulation S Global Note prior to the expiration of the distribution compliance period.

Same Day Settlement Procedures

Lamb Weston will make payments in respect of the notes represented by the Global Notes (including principal and premium, if any) by wire transfer of immediately available funds to the accounts specified by the Global Note holder. Lamb Weston will make all payments of principal, interest and premium, if any, with respect to Certificated Securities by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Securities or, if no such account is specified, by mailing a check to each such holder's registered address. The notes represented by the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any certificated notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax considerations relevant to the purchase, ownership and disposition of the notes but does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Internal Revenue Code of 1986, as amended (the ''Code''), U.S. Treasury Regulations issued thereunder, Internal Revenue Service (''IRS'') rulings and pronouncements and judicial decisions now in effect, all of which are subject to differing interpretations and subject to change at any time. Any such change or differing interpretations may be applied retroactively in a manner that could adversely affect a holder of the notes. This discussion does not address all of the U.S. federal income tax considerations that may be relevant to a holder in light of such holder's particular circumstances (such as the effects of Section 451(b) of the Code conforming the timing of certain income accruals to financial statements) or to holders subject to special rules, such as banks and other financial institutions, U.S. expatriates, insurance companies, brokers, dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, partnerships or other pass-through entities or investors therein, regulated investment companies, personal holding companies, pension funds, real estate investment trusts, individual retirement and other tax-deferred accounts, holders subject to the alternative minimum tax, ''controlled foreign corporations'' or ''passive foreign investment companies'' (as such terms are defined in the Code), U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, tax-exempt entities and persons holding the notes as part of a straddle, hedge, conversion transaction or other integrated transaction. In addition, this discussion is limited to investors purchasing the notes for cash at original issue and at their issue price (generally, the first price at which a substantial amount of the notes are sold to investors for cash (excluding sales to bondhouses, brokers, or similar organizations acting in the capacity of underwriters, placement agents or wholesalers)), and does not address subsequent purchasers of the notes. Moreover, the effect of any applicable state, local or non-U.S. tax laws, and any U.S. federal tax other than income tax, such as estate and gift tax, is not discussed. The discussion deals only with notes held as ''capital assets'' within the meaning of Section 1221 of the Code (generally, property held for investment).

As used herein, ''U.S. Holder'' means a beneficial owner of the notes that is or is treated for U.S. federal income tax purposes as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more ''United States persons,'' as defined in Section 7701(a)(30) of the Code, have the authority to control all substantial decisions of the trust, or if the trust was in existence on August 20, 1996, and it has a valid election in effect under applicable U.S. Treasury Regulations to continue to be treated as a United States person.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds the notes, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Partners and partnerships should consult their own tax advisors as to the tax considerations of investing in the notes.

No ruling from the IRS or opinion of counsel has or will be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position

concerning the tax considerations of the purchase, ownership or disposition of the notes or that any such position would not be sustained.

THIS DISCUSSION IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE VIEWED AS TAX ADVICE. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE TAX CONSIDERATIONS DISCUSSED BELOW TO THEIR PARTICULAR SITUATIONS, AS WELL AS THE APPLICATION OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS, AND ANY TAX TREATIES.

Additional Payments

In certain circumstances (see ''Description of Notes — Repurchase at the Option of Holders Upon a Change of Control''), we may be obligated to pay amounts in excess of principal plus stated interest on the notes. It is possible that the IRS could assert that such additional or excess amounts are ''contingent payments'' and that, as a result, the notes are properly treated as contingent payment debt instruments for U.S. federal income tax purposes. However, the relevant U.S. Treasury Regulations state that, for purposes of determining whether a debt instrument is a contingent payment debt instrument, contingencies that are either remote or incidental as of the issue date are ignored. We believe that, as of the issue date, the likelihood of paying such additional or excess amounts on the notes is remote and/or incidental. Accordingly, we do not intend to treat the notes as contingent payment debt instruments, and this discussion assumes that the notes will not be treated as contingent payment debt instruments for U.S. federal income tax purposes. Our treatment is binding on a holder unless such holder discloses its contrary position in the manner required by applicable U.S. Treasury Regulations. Our treatment of the notes is not binding on the IRS, however, and if the IRS were to successfully challenge the determination, the amount, character, and timing of the income recognized by a holder may be materially different from the consequences discussed herein. Potential investors are urged to consult their own tax advisors regarding the potential treatment of the notes as contingent payment debt instruments. The remainder of this discussion assumes that the notes are not treated as contingent payment debt instruments.

U.S. Holders

This discussion is a summary of the U.S. federal income tax considerations that will apply to U.S. Holders. Certain U.S. federal income tax considerations applicable to non-U.S. Holders are described below under the heading '' — Non-U.S. Holders.''

Interest

Payments of stated interest on the notes generally will be treated as ''qualified stated interest'' for U.S. federal income tax purposes and taxable to a U.S. Holder as ordinary interest income at the time that such payments are received or accrued, in accordance with such U.S. Holder's regular method of accounting for U.S. federal income tax purposes. If the notes are issued at a discount that is not less than 0.25% of the principal amount of the notes multiplied by the number of complete years to maturity, the notes will be considered to be issued with original issue discount for U.S. federal income tax purposes. It is anticipated, and this discussion assumes, that the notes will be issued at par or at a discount that is less than a ''de minimis'' amount for U.S. federal income tax purposes.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of the Notes

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note equal to the difference, if any, between the amount realized upon the disposition (other than amounts attributable to any accrued and unpaid interest, which will be taxable as described under '' — Interest'' above, to the extent not previously taxed) and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's amount realized upon the disposition will be equal to the sum of the cash plus the fair market value of any property received on the disposition. A U.S. Holder's adjusted basis in a note generally will be the U.S. Holder's cost therefor, reduced by any principal payments previously received with respect to the note and any other payments on the note that are not deemed to be qualified stated interest payments. Any gain or loss generally will be a capital gain or loss and will be a long-term capital gain or loss if the U.S. Holder has held the note for more than one year. Otherwise, such gain or loss will be a short-term capital gain or loss. Certain non-corporate U.S. Holders (including individuals) currently are eligible for preferential rates of U.S. federal income tax in respect of long-term capital gain. The deductibility of capital losses by U.S. Holders is subject to limitations under the Code.

Surtax on Net Investment Income

Certain U.S. Holders who are individuals, or that are estates or trusts, will be required to pay a 3.8% surtax on the lesser of (i) the U.S. Holder's ''net investment income'' (or undistributed ''net investment income'' in the case of an estate or trust) for the relevant taxable year and (ii) the excess of the U.S. Holder's modified adjusted gross income (or adjusted gross income in the case of an estate or trust) for the taxable year over a certain threshold. A U.S. Holder's net investment income generally will include interest and gains from the sale or other taxable disposition of the notes. Prospective investors should consult their own tax advisors regarding the effect, if any, of this surtax on their investment in the notes.

Backup Withholding and Information Reporting

A U.S. Holder may be subject to information reporting and backup withholding (currently at a rate of 24%) with respect to interest on the notes and the proceeds received upon the sale, exchange, redemption, retirement or other taxable disposition of the notes. Certain U.S. Holders (currently including, among others, certain tax-exempt organizations and corporations) generally are not subject to information reporting or backup withholding. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and such holder:

- fails to furnish its taxpayer identification number (''TIN''), which, for an individual, is ordinarily his or her social security number or a certification of exempt status;
- furnishes an incorrect TIN;
- is notified by the IRS that it has become subject to backup withholding due to a prior failure to properly report payments of interest or dividends; or
- fails to certify, under penalties of perjury (generally on a properly completed and executed IRS Form W-9) that it has furnished a correct TIN and that the IRS has not notified the U.S. Holder that it is subject to backup withholding.

U.S. Holders should consult their own tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. Backup withholding is not an additional tax, and taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Non-U.S. Holders

The following is a summary of certain U.S. federal income and withholding tax considerations generally applicable to non-U.S. Holders. A ''non-U.S. Holder'' is a beneficial owner of notes that is neither a U.S. Holder nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes. Non-U.S. Holders are encouraged to consult their own tax advisors concerning the relevant U.S. federal, state and local and any non-U.S. tax considerations that may be relevant to their particular situations.

Interest

Subject to the discussions below concerning backup withholding and FATCA (as defined below), payments of interest on a note made to a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax, provided that:

- such payments are not effectively connected with such holder's conduct of a U.S. trade or business (or, if required by an applicable income tax treaty, are not attributable to a ''permanent establishment'' or ''fixed base'' maintained by the non-U.S. Holder in the United States);
- such holder does not directly or indirectly, actually or constructively, own stock possessing 10% or more of the total combined voting power of all classes of our stock entitled to vote;
- such holder is not a controlled foreign corporation that is related to us through actual or constructive stock ownership and is not a bank that received such notes on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- either (1) the non-U.S. Holder certifies on a statement (generally a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor forms), as applicable) provided to us or the paying agent, under penalties of perjury, that such holder is not a United States person and provides its name and address, (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the notes on behalf of the non-U.S. Holder certifies to us or the paying agent under penalties of perjury that it, or the financial institution between it and the non-U.S. Holder, has received from the non-U.S. Holder a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor forms), as applicable, under penalties of perjury, certifying that such holder is not a United States person and provides us or the paying agent with a copy of such statement, or (3) the non-U.S. Holder holds its notes directly through a ''qualified intermediary'' provided that such qualified intermediary has entered into a withholding agreement with the IRS and certain other conditions are satisfied.

Payments of interest on a note that do not satisfy all of the foregoing requirements generally will be subject to U.S. federal withholding tax at a rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met). A non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder (but without regard to the surtax on net investment income discussed above), however, with respect to interest on a note if such interest is effectively connected with the non-U.S. Holder's conduct of a trade or business within the U.S. (and, if required by an applicable income tax treaty, is attributable to a ''permanent establishment'' or ''fixed base'' maintained by the non-U.S. Holder in the United States). In addition, a corporate non-U.S. Holder may be subject to a ''branch profits tax'' at a 30% rate (or a lower applicable treaty rate, provided certain certification requirements are met) on such non-U.S. Holder's effectively connected earnings and profits (subject to adjustments). Effectively connected interest income

generally will be exempt from U.S. federal withholding tax if a non-U.S. Holder delivers a properly executed IRS Form W-8ECI (or applicable successor form) to us or the paying agent.

Non-U.S. Holders should consult applicable income tax treaties, which may provide reduced rates of or an exemption from U.S. federal income or withholding tax and branch profits tax. Non-U.S. Holders will be required to satisfy certification requirements in order to claim a reduction of or exemption from withholding tax pursuant to any applicable income tax treaties. A non-U.S. Holder generally may meet these requirements by providing a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor forms), as applicable, to us or the paying agent.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of the Notes

Subject to the discussions below concerning backup withholding and FATCA, a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of a note unless:

- that gain is effectively connected with the non-U.S. Holder's conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, is attributable to a ''permanent establishment'' or ''fixed base'' maintained by the Non-U.S. Holder in the United States); or
- the non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Gain recognized by a non-U.S. Holder described in the first bullet point above generally will be subject to U.S. federal income tax in the same manner as gain recognized by a U.S. Holder (but without regard to the surtax on net investment income discussed above). In addition, a corporate non-U.S. Holder may be subject to a ''branch profits tax'' at the rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met) on such non-U.S. Holder's effectively connected earnings and profits (subject to adjustments). Gain recognized by a non-U.S. Holder described in the second bullet point above generally will be subject to tax at a rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met) to the extent of the excess of such holder's U.S.-source capital gains during the tax year over certain U.S.-source capital losses.

To the extent that the amount realized on any sale, exchange, redemption or other taxable disposition of the notes is attributable to accrued but unpaid interest, such amount will be treated as interest for U.S. federal income tax purposes.

Backup Withholding and Information Reporting

A non-U.S. Holder may be subject to information reporting with respect to interest on the notes and the proceeds received upon the sale, exchange, redemption, retirement or other taxable disposition of the notes. Copies of these information returns may be made available under the provisions of a specific treaty or other agreement to the tax authorities of the country in which the non-U.S. Holder resides or is organized.

Under some circumstances, U.S. Treasury Regulations require backup withholding (currently at a rate of 24%) with respect to interest on the notes and the proceeds received upon the sale, exchange, redemption, retirement or other taxable disposition of the notes. Backup withholding will not apply to payments of interest or proceeds upon the sale, exchange, redemption, retirement or other taxable disposition of the notes made by us or the paying agent to a non-U.S. Holder of a note if the holder meets the identification and certification requirements discussed above under ''Non-U.S. Holders — Interest'' for exemption from U.S. federal withholding tax or otherwise

establishes an exemption, *provided* that neither we nor our paying agent have actual knowledge or reason to know that the non-U.S. Holder is a United States person for U.S. federal income tax purposes that is not an exempt recipient or that the conditions of any other exemption are not, in fact, satisfied.

Non-U.S. Holders should consult their own tax advisors regarding application of backup withholding in their particular circumstance and the availability of an exemption from information reporting and backup withholding under current U.S. Treasury Regulations. Backup withholding is not an additional tax and taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Foreign Account Tax Compliance Act

Pursuant to the Foreign Account Tax Compliance Act (''FATCA''), foreign financial institutions (which term includes most foreign hedge funds, private equity funds, mutual funds, securitization vehicles and other investment vehicles) and certain other foreign entities must comply with certain information reporting rules with respect to their U.S. account holders and investors. A foreign financial institution or such other foreign entity that does not comply with the FATCA reporting requirements generally will be subject to a 30% withholding tax with respect to any ''withholdable payments'' (whether such institution or entity is a beneficial owner or acting as intermediary). For this purpose, withholdable payments generally include U.S.-source payments otherwise subject to nonresident withholding tax (e.g., U.S.-source interest) and also include the entire gross proceeds from the sale of any debt of U.S. issuers, even if the payment would otherwise not be subject to U.S. nonresident withholding tax (e.g., because it is capital gain), unless (i) in the case of a ''non-financial foreign entity,'' such entity provides the applicable withholding agent with certain documentation relating to its substantial U.S. owners or otherwise certifies that it does not have any substantial U.S. owners, (ii) in the case of a ''foreign financial institution,'' such institution enters into an agreement with the Department of Treasury to, among other things, report certain information regarding its accounts with or interests held by certain United States persons and by certain non-U.S. entities that are wholly or partially owned by United States persons, withhold on certain payments to such persons and establishes its compliance with these rules by providing the applicable withholding agent with an IRS Form W-8BEN, IRS Form W-8BEN-E, or other IRS Form W-8, as applicable (or an applicable successor form) or (iii) the ''foreign financial institution'' or ''non-financial foreign entity'' otherwise qualifies for an exemption from these rules and establishes such exemption by providing the applicable withholding agent with an IRS Form W-8BEN, IRS Form W-8BEN-E, or other IRS Form W-8, as applicable (or an applicable successor form). However, the IRS issued proposed U.S. Treasury Regulations that eliminate FATCA withholding on payments of gross proceeds (but not on payments of interest). Pursuant to the preamble to the proposed U.S. Treasury Regulations, any applicable withholding agent may (but is not required to) rely on this proposed change to FATCA withholding until final U.S. Treasury Regulations are issued. The rules relating to FATCA described above may be modified by an applicable intergovernmental agreement between the United States and the jurisdiction in which a holder is resident or organized.

We will not pay any additional amounts in respect of any amounts withheld, including pursuant to FATCA. Under certain circumstances, refunds or credits of such taxes may be available. Holders are urged to consult with their own tax advisors regarding the effect, if any, of the FATCA provisions to them based on their particular circumstances.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase and holding of the notes by employee benefit plans and arrangements (''Plans''), including employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (''ERISA''), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code entities whose underlying assets are considered to include ''plan assets'' (within the meaning of 29, C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) of any such plan, account or arrangement, and investors subject to provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, ''Similar Laws''). This summary is based on provisions of ERISA and the Code, each as amended through the date of this offering circular, and the relevant regulations, opinions and other authority issued by the U.S. Department of Labor and the IRS. We cannot assure you that there will not be adverse tax or labor decisions or legislative, regulatory or administrative changes that would significantly modify the statements expressed herein. Any such changes may apply to transactions entered into prior to the date of their enactment or issuance.

General fiduciary matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an ''ERISA Plan'') and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the notes with any portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Each Plan should consider the fact that none of the issuer, the guarantors, the trustee, the initial purchasers or any of their respective affiliates will act as a fiduciary to any Plan with respect to the decision to acquire or hold the notes and is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity with respect to such decision.

Prohibited transaction issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are ''parties in interest,'' within the meaning of ERISA, or ''disqualified persons,'' within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engaged in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and/or the Code. In addition, the fiduciary of the ERISA Plan that engaged in such non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. Plans that are ''governmental plans'' (as defined in Section 3(32) of ERISA), certain ''church plans'' (as defined in Section 3(33) of ERISA) and non-U.S. plans are not generally subject to the requirements of ERISA or Section 4975 of the Code but may be subject to similar prohibitions under other applicable Similar Laws.

The acquisition and/or holding of notes by an ERISA Plan with respect to which the issuer, the guarantors, the trustee or the initial purchasers are considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor has issued prohibited transaction class exemptions (''PTCEs'') that may apply to the acquisition and holding of the notes. These class exemptions include, without limitation, PTCE 84-14, as amended, respecting transactions determined by independent qualified professional asset managers, PTCE 90-1, respecting insurance company pooled separate accounts, PTCE 91-38, as amended, respecting bank collective investment funds, PTCE 95-60, as amended, respecting life insurance company general accounts and PTCE 96-23, as amended, respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and provided further that the ERISA Plan pays no more than adequate consideration in connection with the transaction. There can be no assurance that any statutory, class, or individual prohibited transaction exemption will be available with respect to transactions involving the notes.

Because of the foregoing, the notes should not be purchased or held by any person investing ''plan assets'' of any Plan, unless such purchase and holding will not constitute or result in a non-exempt prohibited transaction under ERISA or the Code or similar violation of any applicable Similar Laws.

Representation

Accordingly, by acquiring and holding a note or any interest therein, each purchaser and subsequent transferee will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the notes or any interest therein constitutes assets of any Plan or (ii) the acquisition and holding of the notes or any interest therein by such purchaser or transferee will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws and none of the issuer, the guarantors, the trustee, the initial purchasers or any of their respective affiliates is a fiduciary of such purchaser or transferee in connection with the acquisition and holding of the notes or any interest therein.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the notes or any interest therein (or holding or disposing of the notes or any interest therein) on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such transaction, whether an exemption would be applicable to such transaction and whether the notes or any interest therein would be an appropriate investment for the Plan under ERISA, the Code and any applicable Similar Laws.

Each purchaser and subsequent transferee has full responsibility for ensuring that its purchase, holding and subsequent disposition of the notes or any interest therein does not violate the prohibited transaction rules of ERISA, the Code or any Similar Law. The sale or transfer of any notes or any interest therein to a Plan is in no respect a representation by the issuer, the guarantors, the trustee, the initial purchasers or any of their respective affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by Plans generally, or by any particular Plan, or that such an investment is appropriate for Plans generally, or for any particular Plan.

PLAN OF DISTRIBUTION

Upon the terms and subject to the conditions contained in the purchase agreement among Lamb Weston, the guarantors party thereto and the initial purchasers named below, Lamb Weston has agreed to sell to the initial purchasers, and the initial purchasers, subject to certain conditions, have severally agreed to purchase, the principal amount of the notes set forth opposite their name in the table below.

Initial Purchasers	Principal Amount of Notes
Goldman Sachs & Co. LLC	$
BofA Securities, Inc.	
J.P. Morgan Securities LLC	
Rabo Securities USA, Inc.	
Wells Fargo Securities, LLC	
ING Financial Markets LLC	
Mizuho Securities USA LLC	
U.S. Bancorp Investments, Inc.	
Total	$400,000,000

The initial purchasers are committed to take and pay for all of the notes being offered, if any are taken. The initial offering price is set forth on the cover page of this offering circular. After the notes are released for sale, the initial purchasers may change the offering price and other selling terms. The offering of the notes by the initial purchasers is subject to receipt and acceptance and subject to the initial purchasers' right to reject any order in whole or in part. The initial purchasers may offer and sell notes through certain of their affiliates.

The notes have not been and will not be registered under the Securities Act. Each initial purchaser has agreed that it will only offer or sell the notes (A) to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act, and (B) outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act. Terms used above have the meanings given to them by Rule 144A and Regulation S under the Securities Act.

In connection with sales outside the United States, the initial purchasers have agreed that they will not offer, sell or deliver the notes to, or for the account or benefit of, U.S. persons (i) as part of the initial purchasers' distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering or the date the notes are originally issued. The initial purchasers will send to each dealer to whom it sells such notes during such 40-day period a confirmation or other notice setting forth the restrictions on offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, with respect to notes initially sold pursuant to Regulation S, until 40 days after the later of the commencement of this offering or the date the notes are originally issued, an offer or sale of such notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Lamb Weston has agreed in the purchase agreement, subject to certain exceptions, that for a period of 90 days after the date of this offering circular, neither Lamb Weston nor any of its subsidiaries or other affiliates over which Lamb Weston exercises management or voting control will, without the prior written consent of Goldman Sachs & Co. LLC, offer, sell, contract to sell, pledge or otherwise dispose of any securities that are substantially similar to the notes.

The notes are a new issue of securities with no established trading market. We have been advised by the initial purchasers that the initial purchasers intend to make a market in the notes but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes. If the notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with purchases of securities.

In connection with the offering, the initial purchasers may purchase and sell notes in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the initial purchasers of a greater number of notes than they are required to purchase in the offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the notes while the offering is in progress.

These activities by the initial purchasers, as well as other purchases by the initial purchasers for their own accounts, may stabilize, maintain or otherwise affect the market price of the notes. As a result, the price of the notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the initial purchasers at any time. These transactions may be effected in the over-the-counter market or otherwise.

PRIIPs Regulation / Prohibition of Sales to European Economic Area Retail Investors and in the United Kingdom

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (''EEA'') or the United Kingdom (the ''UK''). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, ''MiFID II''); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the ''Insurance Distribution Directive''), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded, the ''Prospectus Regulation''). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the ''PRIIPs Regulation'') for offering or selling the notes or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation. This offering circular has been prepared on the basis that any offer of notes in any Member State of the EEA or the UK will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of notes. This offering circular is not a prospectus for the purposes of the Prospectus Regulation.

References to Regulations or Directives include, in relation to the UK, those Regulations or Directives as they form part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 or have been implemented in UK domestic law, as appropriate.

The above selling restriction is in addition to any other selling restrictions set out below.

Notice to Prospective Investors in the United Kingdom

This offering circular is for distribution only to, and is only directed at, persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, (the ''Financial Promotion Order''), (ii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as ''relevant persons''). This offering circular is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering circular relates, is available only to relevant persons and will be engaged in only with relevant persons.

Notice to Prospective Investors in Canada

The notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (''NI 33-105''), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Hong Kong

The notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to ''professional investors'' within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder or (iii) in other circumstances which do not result in the document being a ''prospectus'' within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to ''professional investors'' within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

The contents of this offering circular have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the offer. If you are in doubt about any contents of this document, you should obtain independent professional advice.

Singapore Securities and Futures Act Product Classification

This offering circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the ''SFA''), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Solely for the purposes of our obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, we have determined, and hereby notify all relevant persons (as defined in Section 309A of the SFA) that the notes are ''prescribed capital markets products'' (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to Prospective Investors in Japan

The notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each Initial Purchaser has agreed that it will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Lamb Weston and the guarantors have agreed to indemnify the several initial purchasers against certain liabilities, including liabilities under the Securities Act.

The initial purchasers and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of

the initial purchasers and their respective affiliates have provided, and may in the future provide, a variety of these services to Lamb Weston and to persons and entities with relationships with Lamb Weston, for which they received or will receive customary fees and expenses. The initial purchasers or their respective affiliates act as lenders and/or agents under the Existing Senior Secured Credit Facilities and receive customary fees and expenses in connection therewith. Bank of America, N.A., an affiliate of BofA Securities, Inc., acts as the administrative agent under the Existing Senior Secured Credit Facilities.

In the ordinary course of their various business activities, the initial purchasers and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of Lamb Weston (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with Lamb Weston. The initial purchasers and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

If any of the initial purchasers or their affiliates has a lending relationship with us, certain of those initial purchasers or their affiliates routinely hedge, and certain other of those initial purchasers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, such initial purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby.

TRANSFER RESTRICTIONS

The notes have not been registered under the Securities Act or any securities laws of any jurisdiction, and may not be offered or sold, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such other securities laws. Accordingly, the notes are being offered hereby only (1) to persons reasonably believed to be ''qualified institutional buyers'' (as defined in Rule 144A) in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A and (2) outside of the United States in reliance upon Regulation S, to non-U.S. persons who will be required to make certain representations to us and others prior to the investment in the notes.

Each purchaser of the notes that is purchasing in a sale made in reliance on Rule 144A or Regulation S will be deemed to have represented and agreed as follows:

(1) The purchaser:

  (a) (i) is a qualified institutional buyer and is aware that the sale to it is being made in reliance on Rule 144A and (ii) is acquiring the notes for its own account or for the account of another qualified institutional buyer, or

  (b) is not a U.S. person, as such term is defined in Rule 902 under the Securities Act, and is purchasing the notes in accordance with Regulation S.

(2) The purchaser understands that the notes are being offered in transactions not involving any public offering in the United States within the meaning of the Securities Act, that the notes have not been registered under the Securities Act or any securities laws of any jurisdiction and that:

  (a) the notes may be offered, resold, pledged or otherwise transferred only (i) to a person who it reasonably believes is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, in a transaction meeting the requirements of Rule 144, outside the United States to a non-U.S. person in a transaction meeting the requirements of Rule 904 under the Securities Act, or in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel, if we so request), (ii) to us or (iii) pursuant to an effective registration statement and, in each case, in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction, and

  (b) the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser from it of the resale restrictions set forth in (a) above.

(3) The purchaser confirms that:

  (a) such purchaser has such knowledge and experience in financial and business matters, that it is capable of evaluating the merits and risks of purchasing the notes and that such purchaser and any accounts for which it is acting are each able to bear the economic risks of its or their investment,

  (b) such purchaser is not acquiring the notes with a view towards any distribution thereof in a transaction that would violate the Securities Act or the securities laws of any state of the United States or any other applicable jurisdiction; *provided* that the disposition of its property and the property of any accounts for which such purchaser is acting as fiduciary will remain at all times within its control, and

  (c) such purchaser has received a copy of this offering circular and acknowledges that such purchaser has had access to such financial and other information and has

been afforded an opportunity to ask such questions of our representative and receive answers thereto as it has deemed necessary in connection with its decision to purchase the notes.

(4) The purchaser understands that the certificates evidencing the notes will, unless otherwise agreed by us and the holder thereof, bear a legend substantially to the following effect:

''THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE ''SECURITIES ACT''), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1)(a) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR ITS SUBSIDIARIES OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.''

(5) The purchaser acknowledges that we and the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the foregoing acknowledgements, representations and agreements deemed to have been made by it are no longer accurate, it will promptly notify the initial purchasers. If such purchaser is acquiring the notes as a fiduciary or agent for one or more investor accounts, such purchaser represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

(6) Either (i) no portion of the assets used by such purchaser to acquire or hold the notes or any interest therein constitutes the assets of any (a) employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) plan, individual retirement

account or other arrangement to which Section 4975 of the Code applies, (c) entity whose underlying assets include ''plan assets'' by reason of any such employee benefit plan, plan, account or arrangement's investment in such entity, or (d) governmental plan (as defined in Section 3(32) of ERISA), church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or non-U.S. plan, or (ii) the acquisition and holding of the notes or any interest therein by such purchaser will not constitute or result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code or a similar violation under any federal, state, local, non-U.S. or other laws, rules or regulations that regulate a governmental plan, church plan or non-U.S. plan's acquisition and holding of the notes or any interest therein, and none of the issuer, the guarantors, the trustee, the initial purchasers or any of their respective affiliates is a fiduciary of such purchaser in connection with the acquisition and holding of the notes or any interest therein.

LEGAL MATTERS

The validity of the notes and the enforceability of obligations under the notes and guarantees being issued will be passed upon for us by Jones Day. Certain legal matters in connection with this offering will be passed upon for the initial purchasers by Cahill Gordon & Reindel LLP, New York, New York.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The combined and consolidated financial statements of Lamb Weston Holdings, Inc. as of May 26, 2019 and May 27, 2018 and for each of the fiscal years in the three-year period ended May 26, 2019 incorporated by reference in this offering circular, and the effectiveness of internal control over financial reporting as of May 26, 2019, have been audited by KPMG LLP, an independent registered public accounting firm, as stated in their reports incorporated by reference in this offering circular. Their audit report on the effectiveness of internal control over financial reporting as of May 26, 2019 expresses their opinion that Lamb Weston Holdings, Inc. did not maintain effective internal control over financial reporting as of May 26, 2019 because of the effect of a material weakness on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states there was an ineffective information technology general control (ITGC) in the area of application support team access to an information technology system (IT System) that supports process controls and information used in the Company's financial reporting processes. As a result of this ITGC deficiency, automated controls that depend on the effective operation of the ITGCs and manual business process controls that are dependent upon the completeness and accuracy of information derived from the affected IT system were also considered ineffective. This control deficiency was a result of ineffective communication of internal control responsibilities that prevented the timely termination of temporary access to the IT System that was granted to certain authorized members of the Company's application support team.

Lamb Weston Holdings, Inc.

$400,000,000 % Senior Notes due 2028

Goldman Sachs & Co. LLC
BofA Securities
J.P. Morgan
Rabo Securities
Wells Fargo Securities
ING
Mizuho Securities
US Bancorp