

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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Wornick CO

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **December 3, 2007**

THE WORNICK COMPANY

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

333-119336
(Commission
File Number)

30-0225741
(IRS Employer
Identification No.)

4700 Creek Road, Cincinnati, Ohio
(Address of principal executive offices)

45242
(Zip Code)

Registrant's telephone number, including area code **(513) 794-9800**

Not Applicable

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

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

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

The Wornick Company and its subsidiaries ("Wornick" or the "Company") entered into a Fifth Amended Forbearance Agreement dated as of December 3, 2007 (the "Fifth Amended DDJ Forbearance Agreement") with DDJ Total Return Loan Fund, L.P. ("Lender"), in its capacity as lender under that certain Loan Agreement dated June 30, 2004 (as amended, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement). A copy of the Fifth Amended DDJ Forbearance Agreement is attached hereto as Exhibit

10.01, and all capitalized terms used herein to describe the Fifth Amended DDJ Forbearance Agreement and not otherwise defined shall have the meanings set forth in the Fifth Amended DDJ Forbearance Agreement.

Pursuant to the Fifth Amended DDJ Forbearance Agreement, and subject to the terms and conditions thereof, Lender has agreed to forbear from the exercise of certain rights and remedies that Lender would otherwise have under the Loan Agreement, the other Loan Documents and/or applicable law that have arisen, or may arise in the future due to (i) the occurrence and continuance of the Specified Defaults listed on Annex I to the Fifth Amended DDJ Forbearance Agreement and (ii) any Event of Default resulting solely from the Company's failure to make the scheduled interest payment due under the Notes on July 15, 2007 (excluding, however, in each case, its right to charge interest on any Obligations during the Forbearance Period at the default interest rate specified in the Revolving Note and Term Note) to and until the occurrence of a Termination Event. The period during which the Fifth Amended DDJ Forbearance Agreement will be in effect is referred to as the "Forbearance Period". Under the Fifth Amended DDJ Forbearance Agreement, "Termination Event" is defined as the earlier to occur of (i) the delivery by the Lender to the Company, the counsel to the Noteholder Group (as defined in the Fifth Amended Noteholder Forbearance Agreement) and the Indenture Trustee (as defined below) of a written notice terminating the Forbearance Period, which notice may be delivered at any time upon or after the occurrence of any Forbearance Default and (ii) January 8, 2008.

Simultaneously with the execution of the Fifth Amended DDJ Forbearance Agreement, the Company and its subsidiaries entered into a separate Fifth Amended and Restated Forbearance Agreement effective as of December 3, 2007 (the "Fifth Amended Noteholder Forbearance Agreement") with certain holders (the "Noteholders") of the Company's Notes collectively holding not less than \$100 million in aggregate principal amount of the Notes outstanding, and U.S. Bank National Association, as indenture trustee (the "Indenture Trustee"). A copy of the Fifth Amended Noteholder Forbearance Agreement is attached hereto as Exhibit 10.02, and all capitalized terms used herein to describe the Fifth Amended Noteholder Forbearance Agreement and not otherwise defined shall have the meanings set forth in the Fifth Amended Noteholder Forbearance Agreement.

Pursuant to the Fifth Amended Noteholder Forbearance Agreement, and subject to the terms and conditions thereof, the Noteholders have agreed to forbear from exercising, and to direct the Indenture Trustee not to exercise (which direction the Indenture Trustee has accepted), those of the rights and remedies available under the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law that have or may have arisen, or may hereafter arise due to the occurrence and continuance of the Specified Existing Defaults listed on Schedule A to the Fifth Amended Noteholder Forbearance Agreement (excluding, however, the Noteholders' right to charge default interest on the Notes (including on all unpaid interest on the Notes to the extent provided under the Indenture) during the Forbearance Period) to and until the occurrence of a Termination Event. The period during which the Fifth Amended Noteholder Forbearance Agreement will be in effect is referred to as the "Forbearance Period". Under the Fifth Amended Noteholder Forbearance Agreement, "Termination Event" is defined as the earlier to occur of (i) January 10, 2008; and (ii) subject to two exceptions noted therein, two business days after the delivery by the Noteholder Group to the Company and Lender of a written notice terminating the Forbearance Period, which notice may be delivered at any time upon or after the occurrence of any Forbearance Default (as defined in the Fifth Amended Noteholder Forbearance Agreement).

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

10.01 Fifth Amended Forbearance Agreement dated as of December 3, 2007, by and among the Company, DDJ Total Return Loan Fund, L.P., Right Away Management Corporation, The Wornick Company Right Away Division, and The Wornick Company Away Division, L.P.

10.02 Fifth Amended and Restated Forbearance Agreement effective as of December 3, 2007, by and among the Company, Right Away Management Corporation, The Wornick Company Right Away Division, The Wornick Company Away Division, L.P., U.S. Bank National Association and the other signatories thereto.

SIGNATURES

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

THE WORNICK COMPANY

By: /s/ Jon P. Geisler

Name: Jon P. Geisler

Title: Chief Executive Officer

Dated: December 3, 2007

FIFTH AMENDED FORBEARANCE AGREEMENT

This FIFTH AMENDED FORBEARANCE AGREEMENT (this “*Fifth Amended Forbearance Agreement*”), is dated as of December 3, 2007, is entered into by and among DDJ Total Return Loan Fund, L.P., as the Lender (as defined in the Loan Agreement referred to below), The Wornick Company, a Delaware corporation (the “*Company*”), Right Away Management Corporation, a Delaware corporation, The Wornick Company Right Away Division, a Delaware corporation, and The Wornick Company Right Away Division, L.P., a Delaware limited partnership (each, a “*Subsidiary*”, and, collectively, the “*Subsidiaries*”).

RECITALS:

A. The Company, the Lender (as assignee of Texas State Bank) and the Subsidiaries are parties to that certain Loan Agreement, dated as of June 30, 2004 (as amended by the First Amendment thereto dated as of March 16, 2007, the Second Amendment dated as of November 13, 2007, and as further amended, modified, supplemented or amended and restated from time to time, the “*Loan Agreement*”).

B. As of the date hereof, the Events of Default referred to herein as the “*Specified Defaults*” have occurred and are continuing.

C. The Company, the Lender and the Subsidiaries entered into a Forbearance Agreement dated as of July 16, 2007 (the “*Forbearance Agreement*”) pursuant to which the Lender agreed to forbear from exercising its rights and remedies under the Loan Agreement during the Forbearance Period (as defined in the Forbearance Agreement).

D. The Company, the Lender and the Subsidiaries entered into a First Amended Forbearance Agreement dated as of August 13, 2007 pursuant to which the Forbearance Period was extended through September 12, 2007.

E. The Company, the Lender and the Subsidiaries entered into a Second Amended Forbearance Agreement dated as of September 12, 2007 pursuant to which the Forbearance Period was extended through October 14, 2007.

F. The Company, the Lender and the Subsidiaries entered into a Third Amended Forbearance Agreement dated as of October 15, 2007 pursuant to which the Forbearance Period was extended through October 29, 2007.

G. The Company, the Lender and the Subsidiaries entered into a Fourth Amended Forbearance Agreement dated as of October 30, 2007 (the “*Fourth Amended Forbearance Agreement*”) pursuant to which the Forbearance Period was extended through December 3, 2007.

H. The Forbearance Period (as defined in the Fourth Amended Forbearance Agreement) under the Fourth Amended Forbearance Agreement will expire on December 4, 2007 and the Company and Subsidiaries have asked the Lender to further extend the Forbearance Period through January 7, 2008.

I. The Company and the Subsidiaries entered into a forbearance agreement with certain holders (the “*Noteholders*”) of the Company’s 10.875% Senior Secured Notes due 2011 (the “*Notes*”) holding not less than \$100 million in aggregate principal amount of the Notes, representing not less than 80% of the aggregate principal amount of the Notes outstanding on July 16, 2007 (the “*Noteholder Forbearance Agreement*”) pursuant to which the Noteholders agreed to forbear from exercising their rights and remedies under the Indenture until the expiration of the Forbearance Period (as defined in the Noteholder Forbearance Agreement) on August 15, 2007. On August 13, 2007, the Company and the Subsidiaries entered into a First Amended and Restated Forbearance Agreement with the Noteholders (the

“Amended Noteholder Forbearance Agreement”) pursuant to which the Forbearance Period was further extended through September 16, 2007. On September 12 2007, the Company and the Subsidiaries entered into a Second Amended and Restated Forbearance Agreement with the Noteholders (the *“Second Amended Noteholder Forbearance Agreement”*) pursuant to which the Forbearance Period (as defined in the Second Amended Noteholder Forbearance Agreement) was extended through October 16, 2007. On October 15, 2007, the Company and the Subsidiaries entered into a Third Amended and Restated Forbearance Agreement with the Noteholders (the *“Third Amended Noteholder Forbearance Agreement”*) pursuant to which the Forbearance Period (as defined in the Third Amended Noteholder Forbearance Agreement) was extended through October 31, 2007. On October 30, 2007, the Company and the Subsidiaries entered into a Fourth Amended and Restated Forbearance Agreement with the Noteholders (the *“Fourth Amended Noteholder Forbearance Agreement”*) pursuant to which the Forbearance Period (as defined in the Fourth Amended Noteholder Forbearance Agreement) was extended through December 5, 2007.

J. The Company and the Subsidiaries have advised the Lender that the Company, the Subsidiaries and the Noteholders will, simultaneously with the execution of this Fifth Amended Forbearance Agreement, amend and restate the Fourth Amended Noteholder Forbearance Agreement pursuant to which the Noteholders shall agree to forbear from exercising the rights and remedies available to the Noteholders under the Indenture, the Intercreditor Agreement and the Collateral Agreements (as defined in the Indenture) until January 10, 2008, all on the terms and conditions set forth in such amended and restated forbearance agreement (as such agreement may be amended, modified, supplemented or amended and restated from time to time, the *“Fifth Amended Noteholder Forbearance Agreement”*).

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements set forth in this Fifth Amended Forbearance Agreement, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms.

(a) Capitalized terms that are defined in this Fifth Amended Forbearance Agreement shall have the meanings ascribed to such terms in this Fifth Amended Forbearance Agreement. All other capitalized terms shall have the meanings ascribed in the Loan Agreement. Unless the context of this Fifth Amended Forbearance Agreement clearly requires otherwise, references to the plural include the singular; references to the singular include the

plural; the words “include,” “includes,” and “including” will be deemed to be followed by “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.

(b) This Fifth Amended Forbearance Agreement constitutes a “Loan Document” as defined in the Loan Agreement.

(c) References in this Fifth Amended Forbearance Agreement to the Lender shall constitute references to DDJ Total Return Loan Fund, L.P. solely in its capacity as the Lender.

ARTICLE II

FORBEARANCE AND AMENDMENT TO LOAN AGREEMENT

2.1 Forbearance; Forbearance Default Rights and Remedies.

(a) Effective as of the Fifth Amended Forbearance Effective Date (as defined below), the Lender agrees that until the expiration of the “Forbearance Period” (as defined below), it will forbear from exercising its rights and remedies against the Company or the Subsidiaries under the Loan Agreement, the other Loan Documents and/or applicable law solely with respect to the Specified Defaults and any Event of Default resulting solely from the Company’s failure to make the scheduled interest payment due under the Notes on July 15, 2007 (excluding, however, in each case, its right to charge interest on any Obligations during the Forbearance Period at the default interest rate specified in the Revolving Note and the Term Note); provided, however, (i) each of the Company and the Subsidiaries shall comply, except to the extent such compliance is expressly excused by the terms of this Fifth Amended Forbearance Agreement, with all explicit restrictions or prohibitions triggered by the existence and/or continuance of any Event of Default under the Loan Agreement, this Fifth Amended Forbearance Agreement or any of the other Loan Documents, (ii) nothing herein shall restrict, impair or otherwise affect the Lender’s rights and remedies under any agreements containing subordination provisions in favor of the Lender (including, without limitation, any rights or remedies available to the Lender as a result of the occurrence or continuation of the Specified Defaults or any Event of Default resulting from the Company’s failure to make the scheduled interest payment due under the Notes on July 15, 2007), and (iii) nothing herein shall restrict, impair or otherwise affect the exercise of the Lender’s rights under this Fifth Amended Forbearance Agreement. As used herein, the term “**Specified Defaults**” shall mean the Events of Default listed on Annex I hereto. During the Forbearance Period, any condition to the making of an Advance under the Loan Agreement that would not be met solely because of the occurrence and continuance of any Specified Default or any Event of Default resulting solely from the Company’s failure to make the scheduled interest payment due under the Notes on July 15, 2007 is hereby waived.

(b) As used herein, the term “**Forbearance Period**” shall mean the period beginning on the Fifth Amended Forbearance Effective Date (as defined below) and ending upon the occurrence of a Termination Event. As used herein, “**Termination Event**” shall mean the earlier to occur of (i) the delivery by the Lender to the Company, the counsel to the Noteholder Group (as defined in the Fifth Amended Noteholder Forbearance Agreement) and the Trustee (as defined in the Intercreditor Agreement) of a written notice terminating the Forbearance Period, which notice may be delivered at any time upon or after the occurrence of

any Forbearance Default (as defined below), and (ii) January 8, 2008. As used herein, the term “**Forbearance Default**” shall mean: (A) the occurrence of any Event of Default that is not (i) a Specified Default or (ii) an Event of Default resulting solely from the Company’s failure to make the scheduled interest payment due under the Notes on July 15, 2007, (B) the delivery of any written notice by the Noteholders to the Company terminating the Fifth Amended Noteholder Forbearance Agreement, and/or the Forbearance Period (as defined in the Fifth Amended Noteholder Forbearance Agreement) as a result of the occurrence and continuation of any Forbearance Default (as defined in the Fifth Amended Noteholder Forbearance Agreement) or any other termination of the Fifth Amended Noteholder Forbearance Agreement, (C) the delivery of any Indenture Payment Notice (as defined in Section 2.3 below) to the Lender, (D) the failure of the Company or any Subsidiary to comply with any term, condition, covenant or agreement set forth in this Fifth Amended Forbearance Agreement, (E) the failure of any representation or warranty made by the Company or any Subsidiary under this Fifth Amended Forbearance Agreement to be true and correct in all material respects as of the date when made, (F) the failure of the Company promptly to notify the Lender of any amendment or modification to the Fifth Amended Noteholder Forbearance Agreement; (G) the execution of any amendment or modification to the Fifth Amended Noteholder Forbearance Agreement, which amendment or modification has a material adverse effect on the Lender, as determined by the Lender in its discretion, (H) any occurrence, event or change in facts or circumstances occurring on or after the Fifth Amended Forbearance Effective Date that would result in a Material Adverse Change, (I) the occurrence of any violation or breach of, or other failure to

observe, perform or comply with, the terms of the Intercreditor Agreement by the Trustee, or (J) the commencement by or against the Company or any Subsidiary of a proceeding under any Debtor Relief Laws. Any Forbearance Default shall constitute an immediate Event of Default under the Loan Agreement.

(c) Upon the occurrence of a Termination Event, the agreement of the Lender hereunder to forbear from exercising its rights and remedies in respect of the Specified Defaults and any Event of Default resulting solely from the Company's failure to make the scheduled interest payment due under the Notes on July 15, 2007 shall immediately terminate without the requirement of any demand, presentment, protest, or notice of any kind, all of which each of the Company and the Subsidiaries hereby waives. The Company and the Subsidiaries agree that the Lender may at any time after the occurrence of a Termination Event proceed to exercise any or all of its rights and remedies under the Loan Agreement, any other Loan Document, the Intercreditor Agreement and/or applicable law, including, without limitation, its rights and remedies on account of the Specified Defaults and any other Events of Default that may then exist. Without limiting the generality of the foregoing, upon the occurrence of a Termination Event, the Lender may, upon such notice or demand as is specified by the Loan Agreement, any other Loan Documents, the Intercreditor Agreement or applicable law, (i) collect and/or commence any legal or other action to collect any or all of the Obligations from the Company and the Subsidiaries, (ii) foreclose or otherwise realize on any or all of the Collateral, and/or appropriate, setoff or apply to the payment of any or all of the Obligations, any or all of the Collateral or proceeds thereof, and (iii) take any other enforcement action or otherwise exercise any or all rights and remedies provided for by or under the Loan Agreement, any other Loan Documents, the Intercreditor Agreement and/or applicable law, all of which rights and remedies are fully reserved by the Lender.

(d) Any agreement by the Lender to extend the Forbearance Period or enter into any other forbearance or similar arrangement must be set forth in writing and signed by a duly authorized signatory of the Lender. The Company and each of the Subsidiaries acknowledges that the Lender has made no assurances whatsoever concerning any possibility of any extension of the Forbearance Period, any other forbearance or similar arrangement or any other limitations on the exercise of its rights, remedies and privileges under or otherwise in connection with the Loan Agreement, the other Loan Documents, the Intercreditor Agreement and/or applicable law.

(e) The Company and each of the Subsidiaries acknowledges and agrees that any forbearance, waiver, consent or other financial accommodation (including the funding of any borrowing request under the Revolving Loan) which the Lender may make on or after the date hereof has been made by the Lender in reliance upon, and is consideration for, among other things, the general releases and reaffirmation of indemnities contained in Article 4 hereof and the other covenants, agreements, representations and warranties of the Company and each of the Subsidiaries hereunder.

2.2 Modification of Certain Reporting Requirements. The Lender may in its sole discretion from time to time instruct the Company not to deliver to the Lender the cash budgets contemplated in Section 7.11 of the Loan Agreement or the written reports contemplated in Section 7.21 of the Loan Agreement. The Company shall comply with any such instruction received from the Lender until such time as instructed to the contrary by the Lender. The Company's compliance with this Section 2.2 shall constitute compliance with Sections 7.11 and 7.21 of the Loan Agreement and the Company's failure to comply with this Section 2.2 shall constitute an Event of Default. Pursuant to the foregoing, the Lender hereby instructs the Company not to deliver to the Lender the written report contemplated in Section 7.21 of the Loan Agreement with respect to the January 15, 2008 scheduled interest payment.

2.3 Indenture Payments. The Company and the Subsidiaries hereby covenant and agree to give to the Lender at least five (5) Business Days' prior written notice of its or their intention to make any interest payment in respect of the Notes (each such notice, an "**Indenture Payment Notice**"). For the avoidance of doubt, the requirement to give any such Indenture Payment Notice shall be in addition to, and not in lieu of, the requirements set forth in Section 7.21 of the Loan Agreement.

2.4 Effectiveness. This Fifth Amended Forbearance Agreement shall become effective as of the first date (the "**Fifth Amended Forbearance Effective Date**") on which each of the following conditions is satisfied and evidence of its satisfaction has been delivered to counsel to the Lender:

(a) there shall have been delivered to the Lender in accordance with Section 6.5 herein, counterparts of this Fifth Amended Forbearance Agreement executed by each of the Lender, the Company and each of the Subsidiaries;

(b) the Lender shall have received the Fifth Amended Noteholder Forbearance Agreement, duly executed and delivered by each of the Company, the Subsidiaries, the Trustee and the Noteholders, having a Forbearance Period (as defined therein) (subject to earlier termination upon the occurrence and continuation of a Forbearance Default, as defined

therein) through and including a date that is no earlier than January 9, 2008, and such Fifth Amended Noteholder Forbearance Agreement shall otherwise be satisfactory in form and substance to the Lender; and

(c) the Lender shall have received all accrued and unpaid costs and expenses (including legal fees and expenses) required to be paid pursuant hereto or the Loan Agreement on or prior to the Fifth Amended Forbearance Effective Date.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties and Covenants of the Company and the Subsidiaries. To induce the Lender to enter into this Fifth Amended Forbearance Agreement, each of the Company and the Subsidiaries hereby represents, warrants and covenants to the Lender as follows:

(a) The representations and warranties of each of the Company and the Subsidiaries in the Loan Documents are on the date of execution and delivery of this Fifth Amended Forbearance Agreement, and will be on the Fifth Amended Forbearance Effective Date, true, correct and complete in all material respects with the same effect as though made on and as of such respective date (or, to the extent such representations and warranties expressly relate to an earlier date, on and as of such earlier date), except to the extent of any inaccuracy resulting solely from the Specified Defaults.

(b) Except for the Specified Defaults or as otherwise expressly provided herein, the Company and each of the Subsidiaries is in compliance with all of the terms and provisions set forth in the Loan Agreement and the other Loan Documents on its part to be observed or performed, and no Event of Default has occurred and is continuing.

(c) The execution, delivery and performance by each of the Company and the Subsidiaries of this Fifth Amended Forbearance Agreement:

(i) are within its corporate or limited partnership powers, as applicable;

(ii) have been duly authorized by all necessary corporate or limited partnership action, as applicable, including the consent of the holders of its equity interests where required;

(iii) do not and will not (A) contravene its certificate of incorporation or by-laws or limited partnership or other constituent documents, as applicable, (B) violate any applicable requirement of law or any order or decree of any governmental authority or arbitrator applicable to it, (C) conflict with or result in the breach of, or constitute a default under, or result in or permit the termination or acceleration of, any contractual obligation of the Company or any of the Subsidiaries, or (D) result in the creation or imposition of any lien or encumbrance upon any of the property of the Company or any of the Subsidiaries; and

(iv) do not and will not require the consent of, authorization by, approval of, notice to, or filing or registration with, any governmental authority or any other Person, other than those which prior to the Fifth Amended Forbearance Effective Date will have been obtained or made and copies of which prior to the Fifth Amended Forbearance Effective Date will have been delivered to the Lender and each of which on the Fifth Amended Forbearance Effective Date will be in full force and effect.

(d) This Fifth Amended Forbearance Agreement has been duly executed and delivered by the Company and each of the Subsidiaries. Each of this Fifth Amended Forbearance Agreement, the Loan Agreement and the other Loan Documents constitutes the legal, valid and binding obligation of the Company and the Subsidiaries, enforceable against each such Person in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(e) Within five (5) Business Days after the Fifth Amended Forbearance Effective Date, the Company shall file this Fifth Amended Forbearance Agreement and the Fifth Amended Noteholder Forbearance Agreement with the United States Securities and Exchange Commission as an exhibit to a filing by the Company on Form 8-K pursuant to the Securities and Exchange Act of 1934, as amended, which 8-K filing and any accompanying press release shall be in form and substance reasonably satisfactory to the Lender.

(f) The Company and the Subsidiaries shall immediately notify the Lender upon its or their becoming aware of (i) an Event of Default under the Loan Agreement or an Event of Default (as defined in the Indenture) under the Indenture that is not a Specified Default or an Event of Default resulting solely from the Company's failure to make the scheduled interest payment due under the Notes on July 15, 2007 or (ii) the occurrence of a Forbearance Default (as defined in the Fifth Amended Noteholder Forbearance Agreement).

3.2 Survival. The representations and warranties in Section 3.1 shall survive the execution and delivery of this Fifth Amended Forbearance Agreement and the Fifth Amended Forbearance Effective Date.

ARTICLE IV

GENERAL RELEASE; REAFFIRMATION OF INDEMNITY

(a) In consideration of, among other things, the Lender's execution and delivery of this Fifth Amended Forbearance Agreement, each of the Company and the Subsidiaries, on behalf of itself and its successors and assigns (collectively, "**Releasers**"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as defined below) and hereby forever waives, releases and discharges to the fullest extent permitted by law, each Releasee from, any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential and punitive damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever (collectively, the "**Claims**"), that such Releaser now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Lender in any

capacity and its affiliates, shareholders, participants and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors, auditors, consultants and other representatives of each of the foregoing (collectively, the "**Releasees**"), based in whole or in part on facts whether or not now known, existing on or before the Fifth Amended Forbearance Effective Date, that relate to, arise out of or otherwise are in connection with (i) any

aspect of the business, operations, assets, properties, affairs or any other aspect of any of the Company or the Subsidiaries, (ii) any aspect of the dealings or relationships between or among the Company, the Subsidiaries and their respective affiliates, on the one hand, and the Lender, on the other hand, or (iii) any or all of the Loan Agreement or the other Loan Documents, or any transactions contemplated thereby or any acts or omissions in connection therewith; provided, however, that the foregoing shall not release the Lender from its express obligations under this Fifth Amended Forbearance Agreement, the Loan Agreement and the other Loan Documents. The receipt by the Company of any of the Revolving Loan or other financial accommodations made by the Lender on or after the date hereof shall constitute a ratification, adoption, and confirmation by the Company and the Subsidiaries of the foregoing general release of all Claims against the Releasees which are based in whole or in part on facts, whether or not now known or unknown, existing on or prior to the date of receipt of any of the Revolving Loan or other financial accommodations. In entering into this Fifth Amended Forbearance Agreement, each of the Company and the Subsidiaries consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and each hereby agrees and acknowledges that the validity and effectiveness of the releases set forth herein do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Article 4(a) shall survive the expiration of the Forbearance Period and the termination of this Fifth Amended Forbearance Agreement, the Loan Agreement, the other Loan Documents and payment in full of the Obligations.

(b) Without in any way limiting their reaffirmations and acknowledgements set forth in Article 5 hereof, each of the Company and the Subsidiaries hereby expressly acknowledges, agrees and reaffirms its indemnification and other obligations to and agreements with the Indemnified Parties set forth in Article 13 of the Loan Agreement. Each of the Company and the Subsidiaries further acknowledges, agrees and reaffirms that all of such indemnification and other obligations and agreements set forth in Article 13 of the Loan Agreement shall survive the expiration of the Forbearance Period and the termination of this Fifth Amended Forbearance Agreement, the Loan Agreement, the other Loan Documents and the payment in full of the Obligations.

ARTICLE V

RATIFICATION OF LIABILITY

Each of the Company and the Subsidiaries hereby ratifies and reaffirms all of its payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such Loan Documents to which it is a party, and hereby ratifies and reaffirms its grant of liens on or security interests in its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and confirms and agrees that such liens and security interests hereafter secure all of the Obligations, including, without limitation, all additional Obligations

hereafter arising or incurred pursuant to or in connection with this Fifth Amended Forbearance Agreement, the Loan Agreement or any other Loan Document.

ARTICLE VI

MISCELLANEOUS

6.1 No Other Amendments; Reservation of Rights; No Waiver. Other than as otherwise expressly provided herein, this Fifth Amended Forbearance Agreement shall not be deemed to operate as an amendment or waiver of, or to prejudice, any right, power, privilege or remedy of the Lender under the Loan Agreement, any other Loan Document or applicable law, nor shall the entering into this Fifth Amended Forbearance Agreement preclude the Lender from refusing to enter into any further amendments or forbearances with respect

to the Loan Agreement or any other Loan Document. Other than as otherwise expressly provided herein, this Fifth Amended Forbearance Agreement shall not constitute a forbearance with respect to (i) any failure by the Company or any of the Subsidiaries to comply with any covenant or other provision in the Loan Agreement or any other Loan Document or (ii) the occurrence or continuance of any present or future Event of Default.

6.2 Ratification and Confirmation; Survival. Except as expressly set forth in this Fifth Amended Forbearance Agreement, the terms, provisions and conditions of the Loan Agreement and the other Loan Documents are hereby ratified and confirmed and shall remain unchanged and in full force and effect without interruption or impairment of any kind. Notwithstanding anything to the contrary herein, Section 2.2 shall survive the termination of this Fifth Amended Forbearance Agreement.

6.3 Governing Law. This Fifth Amended Forbearance Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereof.

6.4 Headings. The article and section headings contained in this Fifth Amended Forbearance Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Fifth Amended Forbearance Agreement.

6.5 Counterparts. This Fifth Amended Forbearance Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which, when taken together, will constitute one and the same instrument. This Fifth Amended Forbearance Agreement may be delivered by exchange of copies of the signature page by facsimile transmission or electronic mail.

6.6 Severability. The provisions of this Fifth Amended Forbearance Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Fifth Amended Forbearance Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

6.7 Agreement. This Fifth Amended Forbearance Agreement may not be amended or modified except in the manner specified for an amendment of or modification to the Loan Agreement in Section 12.10 of the Loan Agreement.

6.8 Costs; Expenses. Each of the Company and the Subsidiaries hereby agrees to pay to DDJ Total Return Loan Fund, L.P., DDJ Capital Management, LLC and their respective affiliates on demand all costs and expenses (including the fees and expenses of legal counsel) of such Person incurred in connection with the Company and the Subsidiaries. The provisions of this Section 6.8 shall survive the termination of this Fifth Amended Forbearance Agreement provided, however, that the Obligations under this Section 6.8 shall terminate upon the payment in full of the Obligations and the termination of the Loan Agreement.

6.9 Assignment; Binding Effect. Neither the Company nor any Subsidiary may assign either this Fifth Amended Forbearance Agreement or any of its rights, interests or obligations hereunder. All of the terms, agreements, covenants, representations, warranties and conditions of this Fifth Amended Forbearance Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

6.10 Amended Agreement. The parties hereto hereby acknowledge and agree that the Fourth Amended Forbearance Agreement, dated as of October 30, 2007, by and among the Lender, the Company and the Subsidiaries is amended and restated by this Fifth Amended Forbearance Agreement.

6.11 Entire Agreement. This Fifth Amended Forbearance Agreement, the Loan Agreement, the other Loan Documents and the Intercreditor Agreement, together with any and all Annexes, Exhibits and Schedules thereto that are or have been delivered pursuant thereto, constitute the entire agreement and understanding of the parties in respect of the subject matter of the Loan Agreement and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way with respect thereto.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amended Forbearance Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

COMPANY

THE WORNICK COMPANY

By: /s/ Jon Geisler

Name: Jon Geisler

Title: President and CEO

SUBSIDIARIES

THE WORNICK COMPANY RIGHT AWAY
DIVISION, L.P.

By: /s/ Jon Geisler

Name: Jon Geisler

Title: President and CEO

RIGHT AWAY MANAGEMENT CORPORATION

By: /s/ Jon Geisler

Name: Jon Geisler

Title: President and CEO

THE WORNICK COMPANY RIGHT AWAY
DIVISION

By: /s/ Jon Geisler

Name: Jon Geisler

Title: President and CEO

LENDER

DDJ TOTAL RETURN LOAN FUND, L.P.

By: GP Total Return, LP, its General Partner

By: GP Total Return, LLC, its General Partner

By: DDJ Capital Management, LLC, Manager

By: /s/ David J. Breazzano

Name: David J. Breazzano

Title: President

ANNEX I

SPECIFIED DEFAULTS

The Events of Default:

1. under Section 10.01(a) as a result of (i) the failure to make the interest payment under the Loan Agreement due on March 31, 2007 until April 20, 2007 and (ii) the failure to make the interest payment under the Loan Agreement due on April 30, 2007 until May 2, 2007.
2. under Section 10.01(a) as a result of the failure to make the Annual Commitment Fee payment under the Loan Agreement due on June 30, 2007 until August 7, 2007.
3. under Section 10.01(b) as a result of a breach of Section 7.12 resulting solely from the failure to make payments under or perform covenants and agreements in material Contracts with trade creditors or vendors occurring at any time prior to or during the Forbearance Period.
4. under Section 10.01(c) based solely upon the inaccuracy of any representation and warranty in Section 6.03 with respect to any financial statements delivered prior to July 16, 2007 resulting solely from the failure to characterize amounts owed under the Notes as current liabilities.
5. under Section 10.01(c) based solely upon the inaccuracy of any representation and warranty in any Draw Request resulting solely from the occurrence of any of the other Specified Defaults.

6. under Section 10.01(j) arising from the default occurring under the Indenture that either (i) is specified in the notice to the Company from U.S. Bank National Association, as trustee, dated April 18, 2007 pertaining to requirements to deliver certain annual financial statements and an opinion of counsel or (ii) is a default or an Event of Default (as defined in the Indenture) under Section 6.1(3) of the Indenture resulting from (A) breaches of Sections 4.4(a) (such breach consisting of the failure to deliver the compliance certificate specified therein in respect of the Company' s fiscal year ended December 31, 2006) and, in respect of the Company' s fiscal years ended December 31, 2004 and December 31, 2005, 4.22 of the Indenture and (B) the Company' s failure to deliver certain quarterly financial statements for the fiscal quarters ended March 31, 2007 and June 30, 2007.
7. under Section 10.01(l) based on the failure to maintain in effect Government Contracts on MREs representing at least 20% of the total case volume of all outstanding MREs Government Contracts.
8. under Section 10.01(r) based solely upon the occurrence of any of the other Specified Defaults.
9. under Section 10.01(b) or (c) based solely upon the occurrence of the other Specified Defaults.

FIFTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

This Fifth Amended and Restated Forbearance Agreement is made, and is effective, as of December 3, 2007 (“Fifth Amended Forbearance Agreement”), and amends and restates that certain Fourth Amended Forbearance Agreement (defined below) by and among The Wornick Company (the “Company”), Right Away Management Corporation, The Wornick Company Right Away Division and The Wornick Company Right Away Division L.P. (each a “Subsidiary,” and collectively, the “Subsidiaries”), the holders of the Company’s 10.875% Senior Secured Notes due 2011 (the “Notes”) that were issued pursuant to that certain Indenture, dated as of June 30, 2004 (as amended, modified, supplemented or amended and restated from time to time, the “Indenture”), that are signatories hereto (each a “Noteholder,” and collectively, the “Noteholders,” and together with the Company, the “Parties”) and U.S. Bank National Association, as indenture trustee (the “Indenture Trustee”) under the Indenture, solely with respect to Sections 3(b)(i) and 14 hereof.

RECITALS

WHEREAS, the Noteholders collectively hold not less than \$100 million in aggregate principal amount of the Notes, representing not less than 80% of the aggregate principal amount of the Notes that are outstanding;

WHEREAS, each of the Noteholders (other than DDJ Total Return Loan Fund, L.P.; B IV Capital Partners, L.P.; DDJ High Yield Fund; GMAM Investment

Funds Trust II, for the account of the Promark Alternative High Yield Bond Fund (Account No. 7M2E); GMAM Investment Funds Trust; General Motors Welfare Benefit Trust (VEBA); GMAM Investment Funds Trust II, for the account of the Promark Alternative High Yield Bond Fund (Account No. 7MWD); DDJ Capital Management Group Trust; Stichting Pensioenfond Hoogovens; The October Fund, Limited Partnership; DDJ/Ontario Credit Opportunities Fund, L.P.; and Multi-Style, Multi-Manager Funds PLC The Global High Yield Fund (collectively, “DDJ”), is a member of the unofficial group of holders of the Notes (the “Noteholder Group”), which collectively holds a majority in principal amount of the Notes;

WHEREAS, the Company, the Subsidiaries and DDJ Total Return Loan Fund, L.P. (as assignee of Texas State Bank; in such capacity, “Lender”) are parties to that certain Loan Agreement, dated as of June 30, 2004 (as amended by the First Amendment dated as of March 16, 2007, the Second Amendment dated as of November 13, 2007, and as further amended, modified, supplemented or amended and restated from time to time, the “Loan Agreement”);

WHEREAS, (a) the obligations of the Company and the Subsidiaries evidenced by the Notes and the Guarantees (as defined in the Indenture) and (b) the obligations of the Company and the Subsidiaries to Lender pursuant to the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), are secured by a security interest in and continuing lien on substantially all of the assets of the Company and the Subsidiaries (the “Collateral”);

WHEREAS, Lender’s and the Indenture Trustee’s rights with respect to the priority and enforcement of their security interests in the Collateral are governed by that certain Intercreditor Agreement, dated as of June 30, 2004, between the Indenture Trustee and the Texas State Bank (as amended, modified, supplemented or amended and restated from time to time, the “Intercreditor Agreement”);

WHEREAS, as of the date hereof, the Events of Default referred to herein as the “Specified Existing Defaults,” all of which are specified on schedule A attached hereto, have occurred and are continuing;

WHEREAS, the Company, the Subsidiaries, the Noteholders and the Indenture Trustee entered into an initial forbearance agreement dated as of July 16, 2007 (the “Initial Forbearance Agreement”) pursuant to which the Noteholders agreed to forbear, and agreed to

direct the Indenture Trustee to forbear, from exercising their rights and remedies under the Indenture during the Forbearance Period (as defined in the Initial Forbearance Agreement);

WHEREAS, the Company, the Subsidiaries, the Noteholders and the Indenture Trustee entered into an amended and restated forbearance agreement dated as of August 13, 2007 (the "First Amended Forbearance Agreement") pursuant to which the Noteholders agreed to further forbear, and agreed to direct the Indenture Trustee to further forbear, from exercising their rights and remedies under the Indenture during the Forbearance Period (as defined in the First Amended Forbearance Agreement);

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WHEREAS, the Company, the Subsidiaries, the Noteholders and the Indenture Trustee entered into a further amended and restated forbearance agreement dated as of September 12, 2007 (the "Second Amended Forbearance Agreement") pursuant to which the Noteholders agreed to further forbear, and agreed to direct the Indenture Trustee to further forbear, from exercising their rights and remedies under the Indenture during the Forbearance Period (as defined in the Second Amended Forbearance Agreement);

WHEREAS, the Company, the Subsidiaries, the Noteholders and the Indenture Trustee entered into a further amended and restated forbearance agreement dated as of October 15, 2007 (the "Third Amended Forbearance Agreement") pursuant to which the Noteholders agreed to further forbear, and agreed to direct the Indenture Trustee to further forbear, from exercising their rights and remedies under the Indenture during the Forbearance Period (as defined in the Third Amended Forbearance Agreement);

WHEREAS, the Company, the Subsidiaries, the Noteholders and the Indenture Trustee entered into a further amended and restated forbearance agreement dated as of October 30, 2007 (the "Fourth Amended Forbearance Agreement") pursuant to which the Noteholders agreed to further forbear, and agreed to direct the Indenture Trustee to further forbear, from exercising their rights and remedies under the Indenture during the Forbearance Period (as defined in the Fourth Amended Forbearance Agreement);

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WHEREAS, the Forbearance Period (as defined in the Fourth Amended Forbearance Agreement) under the Fourth Amended Forbearance Agreement is set to expire on December 6, 2007 and the Company and the Subsidiaries have asked the Noteholders to extend the Forbearance Period through January 9, 2008;

WHEREAS, the Company and the Subsidiaries entered into an initial forbearance agreement with the Lender dated as of July 16, 2007 (the "DDJ Forbearance Agreement") pursuant to which the Lender agreed to forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) until the expiration of the forbearance period set forth in the DDJ Forbearance Agreement;

WHEREAS, the Company and the Subsidiaries entered subsequently into an amended forbearance agreement with the Lender dated as of August 13, 2007 (the "DDJ Amended Forbearance Agreement") pursuant to which the Lender agreed to further forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) until the expiration of the forbearance periods set forth therein;

WHEREAS, the Company and the Subsidiaries entered into a further amended forbearance agreement with the Lender dated as of September 12, 2007 (the "DDJ Second Amended Forbearance Agreement") pursuant to which the Lender agreed to further forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) until the expiration of the

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forbearance periods set forth in the DDJ Second Amended Forbearance Agreement (the “DDJ Second Amended Forbearance Period”);

WHEREAS, the Company and the Subsidiaries entered into a further amended forbearance agreement with the Lender dated as of October 15, 2007 (the “DDJ Third Amended Forbearance Agreement”) pursuant to which the Lender agreed to further forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) until the expiration of the forbearance periods set forth in the DDJ Third Amended Forbearance Agreement (the “DDJ Third Amended Forbearance Period”);

WHEREAS, the Company and the Subsidiaries entered into a further amended forbearance agreement with the Lender dated as of October 30, 2007 (the “DDJ Fourth Amended Forbearance Agreement”) pursuant to which the Lender agreed to further forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) until the expiration of the forbearance periods set forth in the DDJ Fourth Amended Forbearance Agreement (the “DDJ Fourth Amended Forbearance Period”);

WHEREAS, the Company and the Subsidiaries have advised the Noteholders that the Company, the Subsidiaries and Lender will, simultaneously with the execution of this Fifth Amended Forbearance Agreement, amend and restate the DDJ Fourth Amended Forbearance Agreement, pursuant to which Lender shall agree to extend the DDJ Fourth Amended Forbearance Period and continue to forbear from exercising the

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rights and remedies available to Lender under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), all on the terms and conditions set forth in such separate amended forbearance agreement through and including January 7, 2008 (as such agreement may be amended, modified, supplemented or amended and restated from time to time, the “DDJ Fifth Amended Forbearance Agreement”);

WHEREAS, at the Company’ s request, the Noteholders have agreed to continue forbearing from exercising, and continue to instruct the Indenture Trustee not to exercise, those of the rights and remedies available under the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law that have or may have arisen, or may hereafter arise, due to the occurrence and continuance of the Specified Existing Defaults on the terms and conditions set forth herein; and

WHEREAS, capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Fourth Amended Forbearance Agreement.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth in this Fifth Amended Forbearance Agreement, the Parties, each intending to be legally bound, agree that the Fourth Amended Forbearance Agreement is amended and restated in its entirety as follows:

1. Forbearance.

(a) Effective as of the Fifth Amended Forbearance Effective Date (as defined below), the Noteholders agree that, until the expiration of the Fifth

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Forbearance Period (as defined below), they will forbear from exercising, and shall direct the Indenture Trustee, and by signature hereto so direct the Indenture Trustee pursuant to Section 6.5 of the Indenture, not to exercise, any rights and remedies against the Company or the Subsidiaries that are available under the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law solely with

respect to the Specified Existing Defaults (excluding, however, the Noteholders' right to charge default interest on the Notes (including on all unpaid interest on the Notes to the extent provided under the Indenture) during the Fifth Forbearance Period); provided, however, that nothing herein shall restrict, impair or otherwise affect the exercise of the Noteholders' rights under this Fifth Amended Forbearance Agreement, and provided further that no such forbearance shall constitute a waiver with respect to any such Specified Existing Defaults or any other Events of Default under the Indenture.

(b) As used herein, the term "Fifth Forbearance Period" shall mean the period beginning on the date hereof and ending upon the occurrence of a Termination Event. As used herein, "Termination Event" shall mean the earlier to occur of (i) January 10, 2008; and (ii) two business days after the delivery by the Noteholder Group to the Company and Lender of a written notice terminating the Fifth Forbearance Period (the "Termination Notice"), which notice may be delivered at any time upon or after the occurrence of any Forbearance Default (as defined below); provided, however, that notwithstanding the foregoing, (x) this Fifth Amended Forbearance Agreement shall immediately terminate two (2) business days after the occurrence of a Forbearance Default under subsection (D) below without the need for delivery of the Termination

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Notice or any other notice, and (y) this Fifth Amended Forbearance Agreement shall immediately terminate upon the occurrence of a Forbearance Default under subsection (J) below, without the need for delivery of the Termination Notice or any other notice. As used herein, the term "Forbearance Default" shall mean: (A) the failure of the Company to provide the Noteholder Group and its financial advisors with reasonable access, as determined by the Noteholder Group in its reasonable discretion, to its Chief Executive Officer, other senior executives and outside advisors, including representatives of Kroll Zolfo Cooper that are working with the Company, and to provide the Noteholder Group and its legal and financial advisors with any and all due diligence information they may reasonably request, including, without limitation, the Company's current 13-week cash flow schedule, and all updates thereto as soon as reasonably practicable after they are prepared, but in no event no later than two (2) business days thereafter; (B) the failure of the Company to engage in good faith negotiations with the Noteholder Group regarding a potential restructuring transaction, which determination shall be made by the Noteholder Group in its reasonable discretion; (C) the failure of the Company to promptly notify the Noteholder Group of the occurrence of a Forbearance Default (as defined in the DDJ Fifth Amended Forbearance Agreement) under the DDJ Fifth Amended Forbearance Agreement or any amendment or modification to the DDJ Fifth Amended Forbearance Agreement; (D) termination of the DDJ Fifth Amended Forbearance Agreement; (E) the execution of any amendment or modification to the DDJ Fifth Amended Forbearance Agreement, which amendment or modification has a material adverse effect on the Noteholder Group as determined by the Noteholder Group in its reasonable discretion;

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(F) termination by the Company of the Chanin Engagement Letter or the failure of the Company to pay Chanin's fees, expenses and indemnity in accordance with the terms of the Chanin Engagement Letter; (G) the occurrence of any Event of Default that is not a Specified Existing Default; (H) the failure of the Company to comply with any term, condition, covenant or agreement set forth in this Fifth Amended Forbearance Agreement; (I) the failure of any representation or warranty made by the Company under this Fifth Amended Forbearance

Agreement to be true and correct in all material respects as of the date when made; (J) the commencement by or against the Company or any of the Subsidiaries of a case under title 11 of the United States Code; or (K) the commencement of any action or proceeding by any creditor of the Company or any of the Subsidiaries seeking to attach or take similar action against the assets of the Company or the Subsidiaries. Any Forbearance Default shall constitute an immediate Event of Default under the Indenture.

(c) Upon the occurrence of a Termination Event, the agreement of the Noteholders hereunder to forbear, and to direct the Indenture Trustee to forbear, from exercising rights and remedies in respect of the Specified Existing Defaults, shall immediately terminate without the requirement of any demand, presentment, protest, or notice of any kind (other than, where required, the Termination Notice), all of which the Company and the Subsidiaries hereby waive. The Company and the Subsidiaries agree that, upon the occurrence of, and at any time after, the occurrence of a Termination Event, the Noteholders or the Indenture Trustee, as applicable, may proceed, subject to the terms of the Indenture, the Intercreditor Agreement, the Collateral

Agreements and/or applicable law, to exercise any or all rights and remedies under the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law, including, without limitation, the rights and remedies on account of the Specified Existing Defaults and any other Events of Default that may then exist. Without limiting the generality of the foregoing, upon the occurrence of a Termination Event, subject to the terms of the Intercreditor Agreement, the Collateral Agreements and any related documents, the Noteholders or the Indenture Trustee, as applicable, may, upon such notice or demand as is specified by the Indenture, the Intercreditor Agreement, the Collateral Agreements or applicable law (x) collect and/or commence any legal or other action to collect any or all of the Company' s or the Subsidiaries' obligations under the Indenture or the Guarantees (collectively, the "Obligations"); (y) foreclose or otherwise realize on any or all of the Collateral, and/or appropriate, setoff or apply to the payment of any or all of the Obligations, any or all of the Collateral or proceeds thereof; and (z) take any other enforcement action or otherwise exercise any or all rights and remedies provided for under the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law, all of which rights and remedies are fully reserved.

(d) Any agreement by the Noteholders to further extend the Fifth Forbearance Period or to enter into any other forbearance or similar arrangement must be set forth in writing and signed by all of the Noteholders. The Company and the Subsidiaries acknowledge that the Noteholders have made no assurances whatsoever concerning any possibility of any extension of the Fifth Forbearance Period, any other forbearance or similar arrangement or any other limitations on the exercise of their rights,

remedies and privileges under or otherwise in connection with the Indenture, the Intercreditor Agreement, the Collateral Agreements and/or applicable law.

(e) The Company and the Subsidiaries acknowledge and agree that any forbearance, waiver or consent which the Noteholders may make on or after the date hereof has been made by the Noteholders in reliance upon, and in consideration for, among other things, the general releases contained in Section 4 hereof and the other covenants, agreements, representations and warranties of the Company and the Subsidiaries hereunder.

2. Effectiveness. This Fifth Amended Forbearance Agreement shall become effective on the first date (the "Fifth Amended Forbearance Effective Date") on which each of the following conditions is satisfied and evidence of its satisfaction has been delivered to counsel to the Noteholder Group:

(a) execution and delivery by the Company and the Subsidiaries of the DDJ Fifth Amended Forbearance Agreement having a Forbearance Period that (subject to earlier termination upon the occurrence and continuation of a Forbearance Default as defined therein) is through and including a date that is no earlier than January 7, 2008, and is otherwise reasonably satisfactory in form and substance to the Noteholder Group; and

(b) execution and delivery of counterparts of this Fifth Amended Forbearance Agreement by the Noteholders, the Indenture Trustee, the Company and the Subsidiaries.

3. Representations, Warranties and Covenants.

(a) The Company and the Subsidiaries represent, warrant and covenant as follows:

(i) Except for the Specified Existing Defaults in this Fifth Amended Forbearance Agreement, the Company is in compliance with all of the terms and provisions set forth in the Indenture on its part to be observed or performed, and no other Event of Default has occurred and is continuing.

(ii) The execution, delivery and performance by the Company and the Subsidiaries of this Fifth Amended Forbearance Agreement:

(1) are within their corporate or limited partnership powers, as applicable;

(2) have been duly authorized by all necessary corporate or limited partnership action, as applicable, including the consent of the holders of its equity interests where required;

(3) do not and will not (A) contravene their certificate of incorporation or by-laws or limited partnership or other constituent documents, (B) violate any applicable requirement of law or any order or decree of any governmental authority or arbitrator applicable to them, (C) conflict with or result in the breach of, or constitute a default under, or result in or permit the termination or acceleration of, any contractual obligation of the Company or the Subsidiaries, or (D) result in the creation or imposition of any lien or encumbrance upon any of the property of the Company or the Subsidiaries; and

(4) do not and will not require the consent of, authorization by, approval of, notice to, or filing or registration with, any governmental authority or any other entity, other than those which prior to the Fifth Amended Forbearance Effective Date will have been obtained or made and copies of which prior to the Fifth Amended Forbearance Effective Date will have been delivered to counsel to the Noteholder Group and DDJ and each of which on the Fifth Amended Forbearance Effective Date will be in full force and effect.

(iii) The Company and the Subsidiaries shall not make any payments either directly, or indirectly through TWC Holding LLC, to

The Veritas Capital Fund II, L.P. and its general partner, Veritas Capital Management II, L.L.C.

(iv) Within five (5) business days after the Fifth Amended Forbearance Effective Date, the Company shall file this Fifth Amended Forbearance Agreement and the DDJ Fifth Amended Forbearance Agreement with the United States Securities and Exchange Commission as an exhibit to a filing by the Company on Form 8-K pursuant to the Securities and Exchange Act of 1934, as amended, which 8-K filing and any accompanying press release shall be in form and substance reasonably satisfactory to the Noteholders.

(v) The Company and the Subsidiaries shall immediately notify the Noteholders and the Indenture Trustee upon its or their becoming aware of an Event of Default under the Indenture or an Event of Default (as defined in the Loan Agreement) under the Loan Agreement that is not a Specified Default (as defined in the DDJ Fifth Amended Forbearance Agreement).

(b) The Indenture Trustee represents as follows:

(i) Based solely on the representations provided by counsel to the Noteholder Group and DDJ, the Indenture Trustee represents that, as of the date hereof, the Noteholders, in the aggregate, hold not less than \$100 million in principal amount of the Notes, representing not less than 80% of the aggregate principal amount of the Notes outstanding.

(c) The representations and warranties set forth in this Section 3 shall survive the execution and delivery of this Fifth Amended Forbearance Agreement and the Fifth Amended Forbearance Effective Date.

4. General Release. In consideration of, among other things, the Noteholders' execution and delivery of this Fifth Amended Forbearance Agreement, the Company and the Subsidiaries, on behalf of themselves and their successors and assigns (collectively,

the “Releasors”), hereby forever agree and covenant not to sue or prosecute against the Releasees (as defined below) and hereby forever waive, release and discharge

to the fullest extent permitted by law, each Releasee from, any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential and punitive damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever (collectively, the “Claims”), that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Noteholders in any capacity and their affiliates, shareholders and “controlling persons” (within the meaning of the federal securities law), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors, auditors, consultants and other representative of each of the foregoing (collectively, the “Releasees”), based in whole or in part on facts whether or not now known, existing on or before the Fifth Amended Forbearance Effective Date, that relate to, arise out of or otherwise are in connection with (i) any aspect of the business, operations, assets, properties, affairs or any other aspect of the Company or the Subsidiaries; (ii) any aspect of the dealings or relationships between or among the Company and the Subsidiaries, on the one hand, and the Noteholders, on the other hand, or (iii) the Indenture or any transactions contemplated thereby or any acts or omissions in connection therewith, provided, however, that the foregoing shall not release the Noteholders from their express obligations under this Fifth Amended Forbearance Agreement, the Indenture, the Intercreditor Agreement and the Collateral Agreements. In entering into this Fifth

Amended Forbearance Agreement, the Company and the Subsidiaries consulted with, and have been represented by, legal counsel and expressly disclaim any reliance on any representations, acts or omissions by any of the Releasees and the Company and the Subsidiaries hereby agree and acknowledge that the validity and effectiveness of the releases set forth herein do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Section 4 shall survive the expiration of the Fifth Forbearance Period and the termination of this Fifth Amended Forbearance Agreement and payment in full of the Obligations.

5. Ratification of Liability. The Company and the Subsidiaries each hereby ratifies and reaffirms all of its Obligations and its grant of liens on or security interests in its properties pursuant to the Collateral Agreements to which it is party as security for the Obligations, and confirms and agrees that such liens and security interests hereafter secure all the Obligations.

6. Complete Integration; Amendments. This Fifth Amended Forbearance Agreement constitutes the full and final agreement between the Parties with respect to the subject matter hereof, and this Fifth Amended Forbearance Agreement may not be modified or amended except by a written instrument, signed by each of the Parties, expressing such amendment or modification. The Parties warrant, promise and represent that in executing this Fifth Amended Forbearance Agreement, each Party is not relying upon any oral representation, promise or statement made by any other Party hereto and that each Party is not relying upon any promise, statement or representation contained in any other written instrument.

7. No Other Amendments; Reservation of Rights; No Waiver. Other than as otherwise expressly provided herein, this Fifth Amended Forbearance Agreement shall not be deemed to operate as an amendment or waiver of, or to prejudice, any right, power, privilege or remedy of the Noteholders or the Indenture Trustee, as applicable, under the Indenture, the Intercreditor Agreement, the Collateral Agreements or applicable law, nor shall the entering into this Fifth Amended Forbearance Agreement preclude the Noteholders from refusing to enter into any further amendments or forbearances with respect to the Indenture. Other than as expressly provided herein, this Fifth Amended Forbearance Agreement shall not constitute a forbearance with respect to (i) any failure by the Company to comply with any covenant or other provision in the Indenture or (ii) the occurrence or continuance of any present or future Event of Default.

8. No Impairment of Lender's Rights. The Noteholder Group, the Company and the Subsidiaries acknowledge and agree that nothing contained in this Fifth Amended Forbearance Agreement nor the execution of this Fifth Amended Forbearance Agreement by DDJ shall impair in any way nor shall be deemed to impair in any way any rights of Lender or any affiliates of Lender arising under or related to the Loan Agreement, the other Loan Documents (as defined in the Loan Agreement), the DDJ Fifth Amended Forbearance Agreement, the Intercreditor Agreement or otherwise. All rights of Lender or any affiliate of Lender arising under or related to the Loan Agreement, the other Loan Documents (as defined in the Loan Agreement), the DDJ Fifth Amended Forbearance Agreement, the Intercreditor Agreement or otherwise are expressly reserved.

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9. Counterparts/Facsimile Transmission. This Fifth Amended Forbearance Agreement may be signed in counterparts, each of which, when taken together, shall be deemed an original. Execution of this Fifth Amended Forbearance Agreement is effective if a signature is delivered by facsimile transmission.

10. Successors and Assigns. This Fifth Amended Forbearance Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns, heirs and personal representatives.

11. Authority. Any person signing this Fifth Amended Forbearance Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Fifth Amended Forbearance Agreement on behalf of the Party he/she represents and that his/her signature upon this Fifth Amended Forbearance Agreement will bind the represented Party to the terms of this Fifth Amended Forbearance Agreement, and (ii) acknowledges that the other Party to this Fifth Amended Forbearance Agreement has relied upon such representation and warranty.

12. Governing Law. This Fifth Amended Forbearance Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions.

13. Remedies. All Parties hereto agree that irreparable damage would result from any Party's breach of this Fifth Amended Forbearance Agreement, and further agree that a non-breaching Party would have no adequate remedy at law to redress such breach. Therefore, the Parties hereto agree that, in the event of a breach of this Fifth Amended Forbearance Agreement, specific performance and/or injunctive relief is

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appropriate to remedy such breach. Notwithstanding the foregoing, nothing contained in this Section 13 shall be deemed a waiver by any non-breaching Party hereto of any other remedies available at law to redress any other Party's breach of this Fifth Amended Forbearance Agreement. Each of the rights and powers provided pursuant to this Fifth Amended Forbearance Agreement shall be cumulative and in addition to and not in derogation of the rights and powers otherwise available under applicable law to the Parties.

14. Direction to Indenture Trustee. The Noteholders' agreement to forbear as provided herein shall constitute a direction from such Noteholders to the Indenture Trustee to similarly forbear during the Fifth Forbearance Period. In order to induce the Indenture Trustee to accept such direction, the Company and the Subsidiaries agree (a) that the Indenture Trustee, as an *ex officio* participant of the Noteholder Group, may receive the copies of all information and participate in the negotiations referenced in subsections (A) and (B) of the definition of Forbearance Default in Section 1 of the Fifth Amended Forbearance Agreement, and (b) to pay, in accordance with the terms of the Indenture, the reasonable fees and expenses of the Indenture Trustee incurred during the Fifth Forbearance Period, as well as previous Forbearance Periods promptly on a monthly basis.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Fifth Amended Forbearance Agreement to be duly executed and delivered as of the date first above written.

THE WORNICK COMPANY

By: /s/ Jon Geisler
Name: Jon Geisler
Title: President & CEO
Fax:

SUBSIDIARIES

RIGHT AWAY MANAGEMENT CORPORATION

By: /s/ Jon Geisler
Name: Jon Geisler
Title: President & CEO
Fax:

THE WORNICK COMPANY RIGHT AWAY
DIVISION

By: /s/ Jon Geisler
Name: Jon Geisler
Title: President & CEO
Fax:

THE WORNICK COMPANY RIGHT AWAY

By: /s/ Jon Geisler
Name: Jon Geisler
Title: President & CEO
Fax:

THE NOTEHOLDERS

AIG GLOBAL INVESTMENT CORP.
as investment adviser and/or subadviser
for various funds and accounts

By: /s/ Dan Purser
Name: Dan Purser
Title: Vice President
Fax:

QDRF Master Ltd
Quadrangle Debt Opportunities Fund Master Ltd
Quadrangle Debt Recovery Income Fund Master Ltd

By: Quadrangle Debt Recovery Advisors LP, their
advisor

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Managing Principal

CSAM Funding I
CSAM Funding II
CSAM Funding III
CSAM Funding IV
Atrium CDO
Atrium II
Atrium III
Atrium IV
Castle Garden Funding
Credit Suisse Syndicated Loan Fund
Madison Park Funding I, Ltd.
CS High Yield Focus CBS, Ltd.
Atrium V

By: Credit Suisse Alternative Capital, Inc., as
collateral manager
Madison Park Funding II, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
collateral manager
Madison Park Funding III, Ltd.
By: Credit Suisse Alternative Capital, Inc., as
collateral manager

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By: /s/ Thomas Flannery
Name: Thomas Flannery
Title: Authorized Signatory
Fax: (212) 538-8290

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B IV CAPITAL PARTNERS, L.P.

By: GP Capital IV, LLC, its General Partner
By: DDJ Capital Management, LLC, Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

DDJ HIGH YIELD FUND

By: DDJ Capital Management, LLC,
its attorney-in-fact

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

GMAM INVESTMENT FUNDS TRUST II, for the
account of the Promark Alternative High Yield Bond
Fund (Account No. 7M2E)

By: DDJ Capital Management, LLC, on behalf
of GMAM Investment Funds Trust II, for the
account of the Promark Alternative High Yield
Bond Fund, in its capacity as investment manager

By: /s/ David J. Breazzano

Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

GMAM INVESTMENT FUNDS TRUST

By: DDJ Capital Management, LLC,
on behalf of GMAM Investment
Funds Trust, in its capacity as
investment manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

GENERAL MOTORS WELFARE BENEFIT TRUST
(VEBA)

By: State Street Bank and Trust Company, solely in its
capacity as Trustee for General Motors Welfare
Benefit Trust (VEBA) as directed by DDJ Capital
Management, LLC, and not in its individual capacity

By: /s/ Jason R. Butler
Name: Jason R. Butler
Title: Vice President
State Street Bank & Trust Co.

GMAM INVESTMENT FUNDS TRUST II, for the
account of the Promark Alternative High Yield Bond
Fund (Account No. 7MWD)

By: DDJ Capital Management, LLC,
on behalf of GMAM Investment Funds Trust II for the
account of the Promark Alternative High Yield Bond
Fund, in its capacity as investment manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541
Fax:

DDJ CAPITAL MANAGEMENT GROUP TRUST

By: DDJ Capital Management, LLC, Investment
Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

STICHTING PENSIOENFONDS HOOGOEVENS

By: DDJ Capital Management, LLC, on
behalf of Stichting Pensioenfond Hoogovens,
in its capacity as Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

THE OCTOBER FUND, LIMITED PARTNERSHIP

By: October G.P., LLC, its General Partner
By: DDJ Capital Management, LLC, Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

DDJ/ONTARIO CREDIT OPPORTUNITIES FUND, L.P.

By: GP DDJ/Ontario Credit Opportunities, L.P., its
General Partner
By: GP Credit Opportunities, Ltd., its General Partner

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: Director
Fax: (781) 283-8541

MULTI-STYLE, MULTI-MANAGER FUNDS PLC
THE GLOBAL HIGH YIELD FUND

By: DDJ Capital Management, LLC, on
behalf of Multi-Style, Multi-Manager Funds PLC,
The Global High Yield Fund, in its capacity as
Money Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

DDJ TOTAL RETURN LOAN FUND, L.P.

By: GP Total Return, LP, its General Partner
By: GP Total Return, LLC, its General Partner
By: DDJ Capital Management, LLC, Manager

By: /s/ David J. Breazzano
Name: David J. Breazzano
Title: President
Fax: (781) 283-8541

AGREED TO AND ACKNOWLEDGED
BY THE INDENTURE TRUSTEE
(SOLELY WITH RESPECT TO
SECTIONS 3(B)(1)
REPRESENTATION, WARRANTIES
AND COVENANTS) AND SECTION 14
(DIRECTION TO
INDENTURE TRUSTEE)):

By: /s/ Lawrence J. Bell
Name: Lawrence J. Bell
Title: Vice President
Fax: 503-275-5738

Schedule A

SPECIFIED EXISTING DEFAULTS

The Events of Default:

1. Under Section 6.1(3) of the Indenture as a result of Issuer' s failure to make an Excess Cash Flow Offer as required by Section 4.22 of the Indenture for the fiscal years ended December 31, 2004, and December 31, 2005.
2. Under Section 6.1(3) of the Indenture as a result of the Issuer' s failure to deliver certain annual financial statements as required by Section 4.3 of the Indenture for the fiscal year ended December 31, 2006.
3. Under Section 6.1(3) of the Indenture as a result of the Issuer' s failure to deliver the compliance certificate required by Section 4.4(a) of the Indenture in respect of the Company' s fiscal year ended December 31, 2006.
4. Under Section 6.1(3) of the Indenture as a result of the Issuer' s failure to deliver any compliance certificate required by Section 4.4(b) of the Indenture in respect of any other Specified Existing Default.
5. Under Section 6.1(1) of the Indenture as a result of the Issuer' s failure to make the scheduled interest payment due under the Notes on July 15, 2007.
6. Under Section 6.1(3) of the Indenture as a result of the Issuer' s failure to deliver certain quarterly financial statements for the fiscal quarters ended March 31, 2007 and June 30, 2007.