SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 14D-1

Tender Offer Statement Pursuant To Section

14(d)(1) of the Securities Exchange Act of 1934

and

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Westbrae Natural, Inc.
(Name of Subject Company)

The Hain Food Group, Inc.
Hain Acquisition Corp.
(Bidders)

Common Stock, par value $.01 per share
(Title of Class of Securities)

957150-10-5
(CUSIP Number of Class of Securities)

Irwin D. Simon
President and Chief Executive Officer
The Hain Food Group, Inc.
50 Charles Lindbergh Boulevard
Uniondale, New York 11553
(516) 237-6200

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications on Behalf of Bidders)

Copy to:

Roger Meltzer, Esq.
Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
(212) 701-3000

Calculation of Filing Fee

Transaction Valuation*	Amount of Filing Fee**
$23,470,049	$4,694

* For purposes of calculating the filing fee only. This calculation assumes the purchase of 5,950,588 shares of Common Stock of the Subject Company at $3.625 net per share in cash and the purchase of all outstanding options of the Subject Company.

** The amount of the filing fee, calculated in accordance with Rule 0-11(d) of the Securities Exchange Act of 1934, as amended, equals 1/50th of one percent of the aggregate value of cash offered by Bidders for such number of Shares.

[X] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and date of its filing.

Amount Previously Paid: $6,104.82 Filing Party: The Hain Food Group, Inc.
Form or Registration No.: 333-32517 Date Filed: 31-Jul-97

Exhibit Index begins on Page 10

CUSIP No. 957150-10-5

1.	Names of Reporting Persons S.S. or I.R.S. Identification Nos. of Above Persons The Hain Food Group, Inc. I.R.S. No. 223240619	
2.	Check the Appropriate Box if a Member of Group (See Instructions)	(a) (b) [X]
3.	SEC Use Only	
4.	Sources of Funds (See Instructions) BK	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f)	[_]
6.	Citizenship or Place of Organization Delaware	
7.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,618,654*	
8.	Check if the Aggregate Amount in Row (7) Excludes Certain Shares (See Instructions)	[_]
9.	Percent of Class Represented by Amount in Row (7) 71.4%	
10.	Type of Reporting Person (See Instructions) CO	

CUSIP No. 957150-10-5

1.	Names of Reporting Persons S.S. or I.R.S. Identification Nos. of Above Persons Hain Acquisition Corp. I.R.S. No. (pending)	
2.	Check the Appropriate Box if a Member of Group (See Instructions)	(a) [_] (b) [X]
3.	SEC Use Only	
4.	Sources of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f)	[_]
6.	Citizenship or Place of Organization Delaware	
7.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,618,654*	
8.	Check if the Aggregate Amount in Row (7) Excludes Certain Shares (See Instructions)	[_]
9.	Percent of Class Represented by Amount in Row (7) 71.4%	
10.	Type of Reporting Person (See Instructions) CO	

- ----------

* On September 11, 1997, Hain Acquisition Corp. (the "Purchaser") and The Hain Food Group, Inc. ("Parent") entered into a Stockholders Agreement (the "Stockholders Agreement") with certain Stockholders (the "Selling Stockholders") of Westbrae Natural, Inc. (the "Company"), pursuant to which, upon the terms set forth therein, the Selling Stockholders have agreed to tender, in accordance with the terms of the tender offer described in this statement (the "Offer"), those shares of common stock, par value $.01 per share (the "Shares") of the Company, owned (beneficially or of record) by the Selling Stockholders. As of September 11, 1997, the Selling Stockholders owned 4,098,654 Shares, along with currently-exercisable options for an additional 520,000 Shares with the total reflected in Row 7 of each table. On September 11, 1997, the Company had 5,950,588 Shares outstanding. The Stockholders Agreement is described more fully in Section 12 of the Offer to Purchase dated September 12, 1997.

This Schedule 14D-1 relates to the offer by Hain Acquisition Corp. (the "Purchaser"), a Delaware corporation and a wholly-owned subsidiary of The Hain Food Group, Inc., a Delaware corporation ("Parent"), to purchase all of the outstanding Common Stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at a purchase price of $3.625 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), which are annexed to and filed with this Schedule 14D-1 as Exhibits (a)(1) and (a)(2). The item numbers and responses thereto below are in accordance with the requirements of Schedule 14D-1.

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is Westbrae Natural, Inc. The address of its principal executive offices is 1065 East Walnut Street, Carson, California 90746.

(b) The equity securities to which this Schedule 14D-1 relates are the Shares. Reference is hereby made to the information set forth in the "Introduction" and Section 1 ("Terms of the Offer") of the Offer to Purchase, which is incorporated herein by reference.

(c) Reference is hereby made to the information set forth in Section 6 ("Price Range of the Shares; Dividends") of the Offer to Purchase, which is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a) - (d) Reference is hereby made to the information set forth in the "Introduction," Section 9 ("Certain Information Concerning the Purchaser and Parent") and Schedule I ("Directors and Executive Officers of Parent and the Purchaser") of the Offer to Purchase, which is incorporated herein by reference.

(e) - (f) During the last five years, neither Parent nor the Purchaser, nor, to their knowledge, any of their respective executive officers and directors listed in Schedule I ("Directors and Executive Officers of Parent and the Purchaser") of the Offer to Purchase has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject

to, federal or state securities laws or finding any violation of such laws.

(g) Reference is hereby made to the information set forth in Schedule I ("Directors and Executive Officers of Parent and the Purchaser") of the Offer to Purchase, which is incorporated herein by reference.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a) - (b) Reference is hereby made to the information set forth in the "Introduction," Section 9 ("Certain Information Concerning the Purchaser and Parent"), Section 11 ("Background of the Offer; Contacts with the Company") and Section 12 of the Offer to Purchase, which is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) - (b) Reference is hereby made to the information set forth in Section 10 ("Source and Amount of Funds") of the Offer to Purchase, which is incorporated herein by reference.

(c) [Not applicable].

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSAL OF THE BIDDER.

(a) - (g) Reference is hereby made to the information set forth in the "Introduction," Section 11 ("Background of the Offer; Contacts with the Company"), Section 12 ("Purpose of the Offer, Merger, Merger Agreement, and Stockholders Agreement"), Section 7 ("Effect of the Offer on the Market for the Shares; NASDAQ Listing and Exchange Act Registration") and Section 13 ("Dividends and Distributions") of the Offer to Purchase, which is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) - (b) Reference is hereby made to the information set forth in (i) the "Introduction," Section 9 ("Certain Information Concerning the Purchaser and Parent"), Section 11 ("Background of the Offer; Contacts with the Company"), Section 12 ("Purpose of the Offer, Merger, Merger Agreement, Stockholder Agreement, and Option Agreement") and Schedule I ("Directors and Executive Officers of Parent and the Purchaser") of the Offer to Purchase and (ii) the Merger Agreement, each of which is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

Reference is hereby made to the information set forth in (i) the "Introduction," Section 9 ("Certain Information Concerning the Purchaser and Parent"), Section 11 ("Background of the Offer; Contacts with the Company") and Section 12 ("Purpose of the Offer, Merger, Merger Agreement, and Stockholders Agreement") of the Offer to Purchase, (ii) the Merger Agreement, the Shareholder Agreement and the Option Agreement each of which is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

Reference is hereby made to the information set forth in Section 16 ("Fees and Expenses") of the Offer to Purchase, which is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

Not Applicable.

ITEM 10. ADDITIONAL INFORMATION.

(a) Reference is hereby made to the information set forth in Section 12 ("Purpose of the Offer, Merger, Merger Agreement, and Stockholders Agreement") of the Offer to Purchase, which is incorporated herein by reference.

(b) - (c) Reference is hereby made to the information set forth in Section 15 ("Certain Legal Matters") of the Offer to Purchase, which is incorporated herein by reference.

(d) Reference is hereby made to the information set forth in Section 7 ("Effect of the Offer on the Market for the Shares; NASDAQ Listing and Exchange Act Registration") of the Offer to Purchase, which is incorporated herein by reference.

(e) To the best knowledge of Parent and the Purchaser, no such proceedings are pending or have been instituted.

(f) Reference is hereby made to the entire text of the Offer to Purchase and the related Letter of Transmittal, which is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1) - Offer to Purchase, dated September 12, 1997.

Exhibit Index begins on Page 10

(a)(2) - Letter of Transmittal.

(a)(3) - Notice of Guaranteed Delivery.

(a)(4) - Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.

(a)(5) - Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.

(a)(6) - Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9.

(a)(7) - Text of letter from Information Agent to holders of stock certificates for Vestro Natural Foods, Inc.

(a)(8) - Form of Summary Advertisement, dated September 12, 1997.

(b)(1) - Financing commitment letter dated September 11, 1997 between IBJ Schroder Bank & Trust Company and Parent.

(c)(1) - Agreement and Plan of Merger dated as of September 11, 1997, among Parent, the Purchaser and the Company.

(c)(2) - Shareholders Agreement dated as of September 11, 1997 among the Company, the shareholders named therein, the Parent and the Purchaser.

(c)(3) - Confidentiality Agreement dated June 27, 1994 between Parent and Company.

(c)(4) - Confidentiality Agreement dated August 20, 1997, between Parent and Company.

(d) - Not applicable.

(e) - Not applicable.

(f) - Not applicable.

Exhibit Index begins on Page 10

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THE HAIN FOOD GROUP, INC.

/s/ Irwin D. Simon
By:_____
Name: Irwin D. Simon
Title: President and Chief Executive Officer

Dated: September 12, 1997

Exhibit Index begins on Page 10

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

HAIN ACQUISITION CORP.

/s/ Irwin D. Simon
By:_____
Name: Irwin D. Simon
Title: President

Dated: September 12, 1997

Exhibit Index begins on Page 10

EXHIBIT NO.		DESCRIPTION	SEQUENTIAL PAGE NUMBER
(a)(1)	--	Offer to Purchase, dated September 12, 1997.	
(a)(2)	--	Letter of Transmittal.	
(a)(3)	--	Notice of Guaranteed Delivery.	
(a)(4)	--	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.	
(a)(5)	--	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.	
(a)(6)	--	Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9.	
(a)(7)	--	Text of letter from Information Agent to holders of stock certificates for Vestro Natural Foods, Inc.	
(a)(8)	--	Form of Summary Advertisement, dated September 12, 1997.	
(b)(1)	--	Financing commitment letter dated September 11, 1997, between IBJ Schroder Bank & Trust Company and Parent.	
(c)(1)	--	Agreement and Plan of Merger dated as of September 11, 1997 among Parent, the Purchaser and the Company.	

(c) (2)	--	Shareholders Agreement dated as of September 11, 1997 among the Company, the shareholders named therein, the Parent and the Purchaser.
(c)(3)	--	Confidentiality Agreement dated June 27, 1994 Between Parent and Company.
(c)(4)	--	Confidentiality Agreement dated August 20, 1997, Between Parent and Company.

Exhibit Index begins on Page 10

EXHIBIT (a)(1)

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

AT
$3.625 NET PER SHARE

BY

HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
THE HAIN FOOD GROUP, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, OCTOBER 9, 1997, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (I) THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES (AS DEFINED HEREIN) WHICH CONSTITUTES AT LEAST A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS AND (II) PARENT (AS DEFINED HEREIN) OBTAINING, PRIOR TO THE EXPIRATION OF THE OFFER, SUFFICIENT FINANCING, ON TERMS REASONABLY ACCEPTABLE TO PARENT, TO ENABLE THE CONSUMMATION OF THE OFFER (AS DEFINED HEREIN) AND THE MERGER (AS DEFINED HEREIN). THE OFFER IS ALSO SUBJECT TO OTHER TERMS AND CONDITIONS. SEE SECTION 14.

IN CONNECTION WITH THE EXECUTION OF THE MERGER AGREEMENT (AS DEFINED HEREIN), THE BENEFICIAL OWNERS OF APPROXIMATELY 68.9% OF THE OUTSTANDING SHARES AGREED TO TENDER SUCH SHARES PURSUANT TO THE OFFER. SEE SECTION 12.

THE BOARD OF DIRECTORS OF THE COMPANY (AS DEFINED HEREIN) HAS APPROVED THE OFFER AND THE MERGER, HAS DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY AND RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

IMPORTANT

Any stockholder desiring to tender all or any portion of such stockholder's shares of common stock, par value $.01 per share, of the Company should either (a) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal and mail or deliver it together with the certificate(s) evidencing tendered Shares, and any other required documents, to the Depositary (as defined herein) or tender such Shares pursuant to the procedures for book-entry transfer set forth in Section 3 or (b) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such stockholder. A stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such stockholder desires to tender such Shares.

Any stockholder who desires to tender Shares and whose certificates evidencing such Shares are not immediately available or who cannot comply with the procedures for book-entry transfer described in this Offer to Purchase on a timely basis may tender such Shares by following the procedures for guaranteed delivery set forth in Section 3.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may also be directed to the Information Agent. A stockholder may also contact brokers, dealers, commercial banks and trust companies for assistance concerning this Offer.

The Depositary for the Offer is:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

The Information Agent for the Offer is:

MACKENZIE
PARTNERS, INC.

September 12, 1997

TABLE OF CONTENTS

TO THE HOLDERS OF COMMON STOCK OF
WESTBRAE NATURAL, INC.

INTRODUCTION

Hain Acquisition Corp., a Delaware corporation (the "Purchaser") and wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation ("Parent"), hereby offers to purchase all outstanding shares (the "Shares") of common stock, par value $.01 per share (the "Common Stock"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at $3.625 per Share (the "Offer Price"), net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares by the Purchaser pursuant to the Offer. The Purchaser will pay all fees of Continental Stock Transfer & Trust Company, which is acting as the Depositary (the "Depositary"), and of MacKenzie Partners, Inc., which is acting as the Information Agent (the "Information Agent"), incurred in connection with the Offer. See Section 16.

The Offer is conditioned upon, among other things, (i) there having been validly tendered and not withdrawn prior to the expiration of the Offer a number of Shares which would represent at least a majority of the Shares outstanding on a fully diluted basis (the "Minimum Condition") and (ii) Parent obtaining, prior to the expiration of the Offer, sufficient financing, on terms substantially as set forth in the Financing Commitment (as defined herein), to enable the consummation of the Offer and the Merger (the "Financing Condition"). See Sections 10 and 14.

The Purchaser is a corporation newly formed by Parent in connection with the Offer and the transactions contemplated thereby. The Purchaser has no significant assets or liabilities other than those that will be acquired in connection with the Offer and the Merger. For additional information concerning the Purchaser, see Section 9.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of September 11, 1997 (the "Merger Agreement"), by and among the Company, Parent and the Purchaser. The Merger Agreement provides that, among other things, following the consummation of the Offer and the satisfaction or waiver of the other conditions set forth in the Merger Agreement and in accordance with the relevant provisions of the Delaware General Corporations Law, as amended (the "DGCL"), the Purchaser will be merged with and into the Company (the "Merger"). Following consummation of the Merger, the Company will continue as the surviving corporation (the "Surviving Corporation") and will be a wholly owned subsidiary of Parent. At the effective time of the Merger (the "Effective Time"), each outstanding Share (other than Shares owned by the Company or by any subsidiary of the Company and Shares owned by Parent, the Purchaser or any other subsidiary of Parent or held by stockholders, if any, who are entitled to and who properly exercise dissenters' rights under the DGCL) will be converted into the right to receive an amount in cash equal to the price per Share paid pursuant to the Offer, without interest. See Section 12.

THE BOARD OF DIRECTORS OF THE COMPANY HAS APPROVED THE OFFER, THE MERGER, THE MERGER AGREEMENT, HAS DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY AND RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

Once the conditions to the Offer, including the Minimum Condition and the Financing Condition, are satisfied and the Purchaser accepts the Shares tendered for payment pursuant to the Offer, the Merger will occur as soon as practicable thereafter. If following the Offer the Purchaser holds a number of Shares that satisfies the Minimum Condition but which is less than 90% of all of the outstanding Shares, then in accordance with Section 251 of the DGCL, the Merger Agreement will be submitted for approval at a special meeting of the stockholders of the Company. As a result of the Minimum Condition and the Purchaser's beneficial ownership of a majority

of all of the outstanding Shares, the Purchaser, acting alone, would be able to approve the Merger Agreement at such meeting. If, following the Offer, the Purchaser holds 90% or more of the outstanding Shares, the Purchaser intends to cause the Merger to occur as a short-form merger (without the need for a stockholders' meeting) in accordance with the terms of Section 253 of the DGCL.

The Merger Agreement provides that, following the satisfaction or waiver of the conditions to the Offer, the Purchaser will accept for payment, in accordance with the terms of the Offer, all Shares validly tendered pursuant to the Offer as soon as practicable after the Expiration Date (as hereinafter defined). The Merger Agreement provides that the Purchaser may under certain circumstances, from time to time, extend the Expiration Date of the Offer beyond the time it would otherwise be required to accept validly tendered Shares for payment. The Offer will not remain open following the time Shares are accepted for payment.

In connection with the execution of the Merger Agreement, Parent and the Purchaser entered into a Stockholders Agreement, dated as of September 11, 1997 (the "Stockholders Agreement"), with Delaware State Employees' Retirement Fund, The Declaration of Trust for the Defined Benefit Plan of ICI American Holdings Inc., the Declaration of Trust for the Defined Benefit Plans of ICI Zeneca Holdings Inc., Baccharis Capital, Inc., Princeton/Montrose Partners, Southern California Ventures II, Natural Venture Partners I, Robert J. Cresci, Allan Dalben, Anthony J. Harnett, B. Allen Lay, Jay J. Miller, Stephen P. Monticelli, F. Noel Perry, Henry W. Poett, III and Donald R. Stroben and Stephen Schorr (collectively, the "Stockholders"), the record and/or beneficial owners of an aggregate of 4,098,654 Shares, or approximately 68.9% of the Shares outstanding on September 11, 1997 (66.4% of the outstanding Shares on a fully diluted basis). The Stockholders Agreement is more fully described in Section 12.

Parent has entered into a commitment letter dated September 11, 1997 with IBJ Schroder Bank & Trust Company ("IBJ Schroder") pursuant to which, subject to the terms and conditions thereof, IBJ Schroder has agreed to provide the financing necessary to finance the Offer and Merger and to pay related fees and expenses. The Offer is conditioned upon, among other things, Parent having satisfied the Financing Condition. See Section 10.

According to the Company, as of September 11, 1997 there were 5,950,588 Shares issued and outstanding, 292,066 Shares held by the Company in its treasury, and 1,089,875 Shares reserved for issuance pursuant to the Company's outstanding officer, director and employee stock options ("Company Options") granted pursuant to stock option plans or arrangements of the Company (the "Option Plans"), of which 1,008,875 Shares are subject to outstanding, unexercised options. Based upon the foregoing information, the Minimum Condition would be satisfied if 3,479,732 Shares were validly tendered.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

1. TERMS OF THE OFFER

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Purchaser will accept for payment and pay for all Shares which are validly tendered prior to the Expiration Date and not withdrawn in accordance with Section 4. The term "Expiration Date" means 12:00 Midnight, New York City time, on October 9, 1997, unless and until the Purchaser, in its sole discretion (but subject to the terms of the Merger Agreement), shall have extended the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, shall expire.

The Offer is conditioned upon, among other things, satisfaction of the Minimum Condition and the Financing Condition. See Section 14, which sets forth in full the conditions to the Offer. If the Minimum Condition or the Financing Condition is not satisfied or any or all of the other events set forth in Section 14 shall have occurred or shall be determined by the Purchaser to have occurred prior to the Expiration Date, the Purchaser reserves the right (but shall not be obligated) to (i) decline to purchase any of the Shares tendered in the Offer and terminate the Offer and return all tendered Shares to the tendering stockholders, (ii) waive any or

all conditions to the Offer, to the extent permitted by applicable law and the provisions of the Merger Agreement and, subject to complying with applicable rules and regulations of the Securities and Exchange Commission (the "SEC"), purchase all Shares validly tendered, (iii) subject to the terms of the Merger Agreement, extend the Offer and, subject to the right of stockholders to withdraw Shares until the Expiration Date, retain the Shares which have been tendered during the period or periods for which the Offer is extended or (iv) subject to the terms of the Merger Agreement, amend the Offer. The Merger Agreement provides that the Purchaser will not, without the consent of the Company, reduce the number of Shares sought in the Offer, reduce the Offer Price, modify or add to the conditions of the Offer set forth in "Conditions to the Offer" below or otherwise amend the Offer in any manner materially adverse to the Company's stockholders, except as provided in the next two sentences, extend the Offer or change the form of consideration payable in the Offer. Notwithstanding the foregoing, the Purchaser may, without the consent of the Company, (i) extend the Offer for a period of not more than 10 business days beyond the initial expiration date of the Offer (which initial expiration date shall be 20 business days following commencement of the Offer), if on the date of such extension less than 90% of the outstanding Shares have been validly tendered and not properly withdrawn pursuant to the Offer, (ii) extend the Offer from time to time if at the initial expiration date or any extension thereof the Minimum Condition or any of the other conditions to the Purchaser's obligation to purchase Shares set forth in paragraphs (a), (b) and (e) under "Conditions to the Offer" below shall not be satisfied or waived, until such time as such conditions are satisfied or waived, (iii) extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer and (iv) extend the Offer for any reason for a period of not more than 10 business days beyond the latest expiration date that would otherwise be permitted under clause (i), (ii) or (iii) of this sentence. In addition, the Purchaser shall at the request of the Company extend the Offer for five business days if at any scheduled expiration date of the Offer any of the conditions to the Purchaser's obligation to purchase Shares shall not be satisfied; provided, however, that the Purchaser shall not be required to extend the Offer beyond November 30, 1997.

The Purchaser expressly reserves the right, in its sole discretion, at any time or from time to time, subject to the terms of the Merger Agreement and regardless of whether or not any of the events set forth in Section 14 shall have occurred or shall have been determined by the Purchaser to have occurred, (i) to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and the payment for, any Shares, by giving oral or written notice of such extension to the Depositary and (ii) to amend the Offer in any respect by giving oral or written notice of such amendment to the Depositary. The rights reserved by the Purchaser in this paragraph are in addition to the Purchaser's rights to terminate the Offer pursuant to Section 14. Any extension, amendment or termination will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with Rules 14d-4(c), 14d-6(d) and 14e-1(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Without limiting the obligation of the Purchaser under such rules or the manner in which the Purchaser may choose to make any public announcement, the Purchaser currently intends to make announcements by issuing a release to the Dow Jones News Service.

If the Purchaser extends the Offer, or if the Purchaser (whether before or after its acceptance for payment of Shares) is delayed in its purchase of or payment for Shares or is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may retain tendered Shares on behalf of the Purchaser, and such Shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as described in Section 4. However, the ability of the Purchaser to delay the payment for Shares that the Purchaser has accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of the Offer.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer (including the Minimum Condition, subject to the Merger Agreement), the Purchaser will disseminate additional tender offer materials and extend the Offer to the extent

required by Rules 14d-4(c), 14d-6(d) and 14e-1(c) under the Exchange Act. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information.

In a public release, the SEC has stated that in its view an offer must remain open for a minimum period of time following a material change in the terms of the Offer and that waiver of a material condition, such as the Minimum Condition, is a material change in the terms of the Offer. The release states that an offer should remain open for a minimum of five business days from the date a material change is first published, sent or given to security holders and that, if material changes are made with respect to information not materially less significant than the offer price and the number of shares being sought, a minimum of ten business days may be required to allow adequate dissemination and investor response. The requirement to extend the Offer will not apply to the extent that the number of business days remaining between the occurrence of the change and the then-scheduled Expiration Date equals or exceeds the minimum extension period that would be required because of such amendment. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

The Company has provided the Purchaser with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares and furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES

Under the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will accept for payment and will pay, promptly after the Expiration Date, for all Shares validly tendered prior to the Expiration Date and not properly withdrawn in accordance with Section 4. All determinations concerning the satisfaction of such terms and conditions will be within the Purchaser's reasonable discretion, which determinations will be final and binding. See Sections 1 and 14. The Purchaser expressly reserves the right, in its sole discretion, to delay acceptance for payment of or payment for Shares in order to comply in whole or in part with any applicable law. Any such delays will be effected in compliance with Rule 14e-1(c) under the Exchange Act (relating to a bidder's obligation to pay for or return tendered securities promptly after the termination or withdrawal of such bidder's offer).

In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt of the Depositary of (i) certificates evidencing such Shares ("Stock Certificates") or timely confirmation of a book-entry transfer (a "Book-Entry Confirmation") of such Shares into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3, (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or, in the case of a book-entry transfer, an Agent's Message (as defined below) and (iii) any other documents required by the Letter of Transmittal.

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by the Depositary and forming a part of a Book-Entry Confirmation, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against the participant.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, tendered Shares if, as and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance of such Shares for payment. Payment for Shares accepted pursuant to the Offer will be

made by deposit of the purchase price with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from the Purchaser and transmitting payments to such tendering stockholders. UNDER NO CIRCUMSTANCES WILL INTEREST ON THE PURCHASE PRICE FOR SHARES BE PAID BY THE PURCHASER, REGARDLESS OF ANY DELAY IN MAKING SUCH PAYMENT.

Upon the deposit of funds with the Depositary for the purpose of making payments to tendering stockholders, the Purchaser's obligation to make such payment shall be satisfied and tendering stockholders must thereafter look solely to the Depositary for payment of amounts owed to them by reason of the acceptance for payment of Shares pursuant to the Offer.

If any tendered Shares are not accepted pursuant to the Offer for any reason, or if Stock Certificates are submitted evidencing more Shares than are tendered, Stock Certificates evidencing Shares not purchased or tendered will be returned, without expense to the tendering stockholder (or in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), as promptly as practicable after the expiration, termination or withdrawal of the Offer.

The Purchaser reserves the right to transfer or assign, in whole at any time or in part from time to time, to Parent or to one or more of its affiliates, the right to purchase all or a portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

3. PROCEDURES FOR TENDERING SHARES

Valid Tender. For Shares to be validly tendered pursuant to the Offer, a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or an Agent's Message (in the case of any book-entry transfer), and any other required documents, must be received by the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date. In addition, either (i) the Stock Certificates evidencing Shares must be received by the Depositary along with the Letter of Transmittal or Shares must be tendered pursuant to the procedures for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at the Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in any of the Book-Entry Transfer Facility's systems may make book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, the Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or an Agent's Message in connection with a book-entry delivery of Shares, and any other required documents, must, in any case, be transmitted to and received by the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date or the tendering stockholder must comply with the guaranteed delivery procedures described below. DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH THE BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal if (i) the Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this Section, includes any participant in the Book-Entry Transfer Facility system whose name appears on a security position listing as the owner of the Shares) tendered therewith and such registered holder(s) has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on such Letter of

Transmittal or (ii) such Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program (an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal. If the Stock Certificates are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or Stock Certificates not validly tendered or not accepted for payment or not purchased are to be issued or returned to a person other than the registered holder of the Stock Certificates, the tendered Stock Certificates must be endorsed in blank or accompanied by appropriate stock powers, signed exactly as the name or names of the registered holder(s) appear on the Stock Certificates with the signatures on such Stock Certificates or stock powers guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal.

THE METHOD OF DELIVERY OF STOCK CERTIFICATES, THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and such stockholder's Stock Certificates are not immediately available or time will not permit all required documents to reach the Depositary prior to the Expiration Date, or the procedures for book-entry transfer cannot be completed on a timely basis, such Shares may nevertheless be tendered if all the following conditions are satisfied:

(i) the tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Purchaser herewith, is received by the Depositary prior to the Expiration Date as provided below; and

(iii) the Stock Certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by the Letter of Transmittal, are received by the Depositary within four NASDAQ trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery.

Notwithstanding any other provision hereof, payment for Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) Stock Certificates evidencing such Shares or a Book-Entry Confirmation of the delivery of such Shares, (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message) and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE OFFER PRICE TO BE PAID BY THE PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

BACKUP FEDERAL INCOME TAX WITHHOLDING. TO PREVENT BACKUP FEDERAL INCOME TAX WITHHOLDING WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE FOR SHARES PURCHASED PURSUANT TO THE OFFER, EACH TENDERING STOCKHOLDER MUST PROVIDE THE DEPOSITARY WITH SUCH STOCKHOLDER'S CORRECT TAXPAYER IDENTIFICATION NUMBER

("TIN") AND CERTIFY THAT SUCH STOCKHOLDER IS NOT SUBJECT TO BACKUP WITHHOLDING. IF A STOCKHOLDER DOES NOT PROVIDE SUCH STOCKHOLDER'S CORRECT TIN OR FAILS TO PROVIDE THE CERTIFICATIONS DESCRIBED ABOVE, THE INTERNAL REVENUE SERVICE MAY IMPOSE A PENALTY ON SUCH STOCKHOLDER AND PAYMENTS THAT ARE MADE TO SUCH STOCKHOLDER WITH RESPECT TO SHARES PURCHASED PURSUANT TO THE OFFER MAY BE SUBJECT TO BACKUP WITHHOLDING AT A RATE OF 31%. ALL STOCKHOLDERS SURRENDERING SHARES PURSUANT TO THE OFFER SHOULD COMPLETE AND SIGN THE MAIN SIGNATURE FORM AND THE SUBSTITUTE FORM W-9 INCLUDED AS PART OF THE LETTER OF TRANSMITTAL TO PROVIDE THE INFORMATION AND CERTIFICATION NECESSARY TO AVOID BACKUP WITHHOLDING (UNLESS AN APPLICABLE EXEMPTION EXISTS AND IS PROVED IN A MANNER SATISFACTORY TO THE PURCHASER AND THE DEPOSITARY). SEE INSTRUCTION 9 AND "IMPORTANT TAX INFORMATION" IN THE LETTER OF TRANSMITTAL.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tendered Shares pursuant to any of the procedures described above will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. The Purchaser reserves the absolute right to reject any or all tenders of any Shares determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Shares may, in the opinion of the Purchaser's counsel, be unlawful. The Purchaser also reserves the absolute right, in its sole discretion, subject to the Merger Agreement, to waive any of the conditions of the Offer or any defect or irregularity in any tender with respect to Shares of any particular stockholder, and the Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the Instructions thereto) will be final and binding. None of the Purchaser, Parent, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

Appointment; Other Requirements. By executing a Letter of Transmittal as set forth above, a tendering stockholder irrevocably appoints designees of the Purchaser as the stockholder's attorneys-in-fact and proxies, in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of the stockholder's rights with respect to the Shares tendered by the stockholder and accepted for payment by the Purchaser (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement). All such proxies shall be considered coupled with an interest in the tendered Shares. This appointment will be effective when, and only to the extent that, the Purchaser accepts Shares for payment. Upon acceptance for payment, all prior proxies given by the stockholder with respect to the Shares or other securities will, without further action, be revoked, and no subsequent proxies may be given nor any subsequent written consent executed by such stockholder (and if given or executed, will not be deemed to be effective) with respect thereto. The designees of the Purchaser will, with respect to the Shares and other securities, be empowered to exercise all voting and other rights of such stockholder as they in their sole discretion may deem proper at any annual, special or adjourned meeting of the Company's stockholders, by written consent or otherwise. The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting and other rights of a record and beneficial holder, including rights in respect of acting by written consent, with respect to such Shares.

A tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer. The Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and the Purchaser upon the terms and subject to the conditions of the Offer.

4. WITHDRAWAL RIGHTS

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable, provided that Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after November 10, 1997, or at such later time as may apply if the Offer is extended.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder, if different from that of the person who tendered such Shares. If Stock Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Stock Certificates, the serial numbers of the particular Stock Certificates and a signed notice of withdrawal with signature guaranteed by an Eligible Institution, except in the case of Shares tendered for the account of an Eligible Institution, must also be furnished to the Depositary as described above. If Shares have been tendered pursuant to the procedures for book-entry transfer set forth in Section 3, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding. None of the Purchaser, Parent, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

ANY SHARES PROPERLY WITHDRAWN WILL BE DEEMED NOT TO HAVE BEEN VALIDLY TENDERED FOR PURPOSES OF THE OFFER. However, withdrawn Shares may be re-tendered by following one of the procedures described in Section 3 at any time prior to the Expiration Date.

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The receipt of cash for Shares pursuant to the Offer (or the Merger) will be a taxable transaction for U.S. federal income tax law purposes and may also be a taxable transaction under applicable state, local or foreign tax laws. The tax consequences of such receipt pursuant to the Offer (or the Merger) may vary depending upon, among other things, the particular circumstances of the stockholder. In general, a stockholder who receives cash for Shares pursuant to the Offer (or the Merger) will recognize gain or loss for federal income tax purposes equal to the difference between the amount of cash received in exchange for the Shares sold and such stockholder's adjusted tax basis in such Shares.

Provided that the Shares constitute capital assets in the hands of the stockholder, such gain or loss will be capital gain or loss, and will be long term capital gain or loss if the holder has held the Shares for more than eighteen months at the time of sale and will be midterm capital gain or loss if the holder has held the Shares for more than one year but not more than eighteen months at the time of sale. Under present law, long term capital gains and midterm capital gains recognized by an individual stockholder generally will be taxed at a maximum U.S. federal marginal tax rate of 20% and 28%, respectively, and long term capital gains and midterm capital gains recognized by a corporate stockholder both will be taxed at a maximum U.S. federal marginal tax rate of 35%. In addition, under present law, the ability to use capital losses to offset ordinary income is limited.

A stockholder that tenders Shares may be subject to backup withholding at a rate of 31% unless a TIN is provided by such stockholder and such stockholder certifies that such number is correct or properly certifies that such stockholder is awaiting a TIN, or unless an exemption applies. See "Backup Federal Income Tax Withholding" under Section 3 and Instruction 9 and "Important Tax Information" in the Letter of Transmittal.

THE FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND IS BASED UPON PRESENT LAW. STOCKHOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE SPECIFIC TAX CONSEQUENCES OF THE OFFER (OR THE MERGER) TO THEM, INCLUDING THE APPLICATION AND EFFECT OF THE ALTERNATIVE MINIMUM TAX, AND STATE, LOCAL AND FOREIGN TAX LAWS. IN ADDITION, THE DISCUSSION SET FORTH ABOVE MAY NOT APPLY TO PARTICULAR CATEGORIES OF STOCKHOLDERS, INCLUDING STOCKHOLDERS WHO ACQUIRED SHARES PURSUANT TO THE EXERCISE OF EMPLOYEE STOCK OPTIONS OR OTHERWISE AS COMPENSATION, INDIVIDUALS WHO ARE NOT CITIZENS OR RESIDENTS OF THE UNITED STATES, AND FOREIGN CORPORATIONS, LIFE INSURANCE COMPANIES, TAX-EXEMPT ORGANIZATIONS, FINANCIAL INSTITUTIONS OR ENTITIES THAT ARE OTHERWISE SUBJECT TO SPECIAL TAX TREATMENT.

6. PRICE RANGE OF SHARES; DIVIDENDS

The Shares are traded on The Nasdaq Stock Market's SmallCap System ("The Nasdaq SmallCap Market") under the symbol "WNAT." The following table sets forth, for each of the periods indicated, the high and low reported sale price per Share as reported by The Nasdaq SmallCap Market.

	MARKET PRICE	
	HIGH	LOW
YEAR ENDED DECEMBER 31, 1995		
First Quarter	$2	$1 1/4
Second Quarter	1 7/8	1 1/2
Third Quarter	2 1/2	1 5/8
Fourth Quarter	2	1 3/8
YEAR ENDED DECEMBER 31, 1996		
First Quarter	$2 5/8	$1 1/2
Second Quarter	2 7/8	2 1/4
Third Quarter	4 1/8	2
Fourth Quarter	3 3/4	2 7/8
YEAR ENDED DECEMBER 31, 1997		
First Quarter	$3 5/8	$2 5/8
Second Quarter	3 5/8	2 3/8
Third Quarter (through September 5, 1997)	4	2 5/8

The Company has not paid any dividends on its Common Stock during the past two fiscal years or the fiscal year to date.

The closing sale price of the Shares as reported by the Nasdaq SmallCap Market was $3.625 per share on September 5, 1997, the last full day of trading prior to the first public announcement relating to the Offer.

STOCKHOLDERS ARE URGED TO OBTAIN A CURRENT MARKET QUOTATION FOR THE SHARES.

7. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES; NASDAQ LISTING AND EXCHANGE ACT REGISTRATION

The purchase of shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and may reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares held by stockholders other than the Purchaser. The Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer price.

Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements of The Nasdaq Stock Market for continued listing and may, therefore, be delisted from such stock market. The Nasdaq Stock Market's published guidelines require that, among other things, if the number of beneficial holders were to fall below 300, or if the number of publicly held shares were to fall below 100,000 or there were not at least two registered and active market makers for the shares, such shares would no longer be "qualified" for reporting by The Nasdaq SmallCap Market.

If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares no longer meet the requirements of the National Association of Securities Dealers, Inc. (the "NASD") for continued inclusion in The Nasdaq SmallCap Market or in any other tier of The Nasdaq Stock Market, and the shares are no longer included in The Nasdaq SmallCap Market or in any other tier of The Nasdaq Stock Market, the market for the Shares could be adversely affected.

If The Nasdaq Stock Market were to delist the Shares, it is possible that the Shares would trade in the over-the-counter market and that price quotations for the Shares would be reported through other sources. The extent of the public market for the shares and availability of such quotations would, however, depend upon such factors as the number of holders and/or the aggregate market value of the publicly held Shares at such time, the interest in maintaining a market in the Shares on the part of the securities firms, the possible termination of registration of the Shares under the Exchange Act, as described below, and other factors.

The Shares are currently registered under the Exchange Act. Registration of the Shares under the Exchange Act may be terminated upon application of the Company to the SEC if the Shares are not listed on a national securities exchange or The Nasdaq Stock Market and there are fewer than 300 record holders of the Shares. Termination of registration of the Shares under the Exchange Act would reduce substantially the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement in connection with stockholders' meetings pursuant to Section 14(a) and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions no longer applicable to the Company. Furthermore, if the Purchaser acquires a substantial number of Shares or the registration of the Shares under the Exchange Act were to be terminated, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), may be impaired or eliminated. It is the present intention of the Purchaser to seek to cause the Company to make an application for termination of registration of the Shares as soon as possible following the Offer if the requirements for termination of registration are met.

8. CERTAIN INFORMATION CONCERNING THE COMPANY

The information concerning the Company contained in this Offer to Purchase, including financial information, has been taken from or is based upon publicly available documents and records on file with the SEC and other public sources. Neither Parent nor the Purchaser assumes any responsibility for the accuracy or completeness of the information concerning the Company contained in such documents and records or for any failure by the Company to disclose events which may have occurred or may effect the significance or accuracy of any such information but which were unknown to Parent or the Purchaser.

The Company is a Delaware corporation with its principal executive offices located at 1065 East Walnut Street, Carson, California 90746. The telephone number of the Company at such offices is (310) 886-8200.

The Company (formerly Vestro Natural Foods Inc.) is engaged in the marketing and distribution of natural and organic food products.

The Company was originally incorporated in New York on June 13, 1947 under the name of Project Fabrication Corporation. In 1987, the Company assumed the name Vestro Foods Inc., in 1994, adopted the name Vestro Natural Foods Inc. and, in 1997 adopted its present name. The Company began its program of acquiring specialty food companies during 1987 as a result of an equity infusion of $3,420,000 (later increased to $5,000,000) by a group of institutional investors.

On February 5, 1988, Westbrae Natural Foods, Inc. ("Westbrae Natural"), a California corporation, merged with and into a wholly owned subsidiary of the Company. Westbrae Natural marketed soy beverages, condiments, pasta, and Japanese products. This subsidiary was the first in the Company's natural foods core.

Effective September 29, 1989, the Company acquired 100% of the common stock of Little Bear Organic Foods, Inc. ("Little Bear") a national marketer of organic snack foods such as corn chips, salsas, popcorn, taco and tostada shells and refried beans under the trade names Little Bear and Bearitos, to the natural foods industry.

Westbrae Natural markets an extensive line of natural food products, including soy and rice beverages, cookies, potato chips, canned beans, soups, pasta, condiments, tahini, ramen soups, soy sauce and rice cakes. Westbrae Natural's products are sold nationally through specialty food distributors, which in turn sell to retail natural food stores, specialty food stores and mass market food stores. Westbrae Natural's products are marketed under the trade names Westbrae Natural, WestSoy and Right from the Field.

Little Bear has been a leader in the natural food industry in the use of organic products, i.e. those grown without the use of chemical fertilizers or pesticides. Little Bear's product lines consist of snack foods (blue, yellow and white corn tortilla chips, popcorn, corn chips, cheddar puffs, and licorice) and canned products (refried beans, chili, baked beans, bean dip, salsa). Little Bear's products are marketed under the trade names Little Bear and Bearitos.

The Company believes there is significant potential in the expansion of Little Bear's organic product lines as well as new Westbrae Natural products which are organic. Little Bear and Westbrae Natural operate in the same marketplace and sell their products through the same distribution channels for sale nationally by natural food, specialty food and mass market retail stores.

In January, 1992, the Company consolidated the operations of Westbrae Natural and Little Bear. The product lines continue to be sold under each label, but the sales, distribution and administration functions are performed by a unified operating staff.

The Company has historically been a leader in its industry in the formulation and introduction of new products. These introductions have provided the impetus to the Company's growth.

In September 1989, Westbrae Natural introduced a line of potato chips made from 100% organically grown potatoes and oil. The potato chips are now available in salted, no salt, barbecue, sour cream ranch and ripple varieties.

In March 1990, Westbrae Natural introduced Westsoy Lite, a reduced fat (1%) soy beverage in three flavors, cocoa, vanilla, and plain. This product line was unique in the natural food industry and has produced significant sales for the Company.

In September 1991, Westbrae Natural introduced Westsoy Plus, a fortified (with vitamins and calcium) soy beverage in three flavors.

In 1992, Westbrae Natural and Little Bear introduced items that fit into the growing trend to "low fat" food products. Westbrae added a line of five Lite Malteds to its soy beverage offerings. Little Bear brought out a Lite version of its Cheddar Puffs.

In 1993, Westbrae Natural and Little Bear continued their high level of product introductions with an emphasis on "fat free" and "low fat" products. Most significantly, a new soy drink, which is both lowfat and popularly priced, and a product line of eight flavors of fat free soups were introduced.

In 1994, Westbrae Natural introduced a rice drink as an addition to its non dairy beverage line, as well as a nonfat soy beverage. At the end of the year a line of reduced fat cookies in ten flavors was introduced. These cookies were very well received in the market place and produced over $2.5 million of net sales in their first year.

In 1995, the Company introduced corn chips in four varieties, the first in the natural foods industry. To reinforce its commitment to lowfat and nonfat products, the Company reformulated its soups, caramel corn and baked chips to improve their taste while retaining their health characteristics.

In 1996, Westbrae Natural became the first company to sell nondairy beverages in an aseptic half gallon size. Westbrae Natural introduced six varieties of nondairy beverages in this size. Also introduced during the year were Sweet Interludes shortbread cookies in four flavors, popcorn bars in two flavors and three varieties of canned organic vegetables.

Approximately 5% of Westbrae Natural's products are currently imported through one trading company in Japan. Westbrae Natural is subject to the risks of currency price fluctuations on these products. During certain times of the year certain items with long lead delivery times must be purchased in advance and inventoried to ensure available product at reasonable prices. Some raw materials used in the Company's products are subject to seasonal availability.

The Company uses copackers to process products to the Company's specifications. In some product lines, the Company uses only one source. In the past the Company has been able to change copackers without a significant disruption of its business. However, the loss of a copacker could disrupt the Company's supply chain of those products resulting in reduced revenue in that product line until a replacement is found.

Westbrae Natural and Little Bear compete with a number of producers of natural and organic food products on a national basis. The principal factors of competition are believed to be the formulation of natural and organic products and consumer confidence in the nutritional content of the ingredients. The Company believes it prices its products competitively and has a well recognized and trusted name in its marketplace.

Sales to three customers amounted to $9,126,000 (27%), $6,275,000 (18%) and $4,728,000 (14%), respectively, of consolidated net sales in 1996. Although sales of several of the Company's products (i.e. soups) may be affected by seasonal usage, the Company's overall product sales do not exhibit a high degree of seasonality. The Company does not normally have a material backlog.

The Company owns the right to certain trademarks, tradenames and service marks used in its business.

The Company maintains ongoing product development programs relating to new food products which it considers important to the growth of its business.

Operations are supervised by various federal, state and local regulatory agencies, including the U.S. Department of Agriculture, U.S. Food and Drug Administration, California Food and Agricultural Department, California Air Resources and Solid Waste Management Boards, California Industrial Relations Department, Air Pollution Control Board, Building Inspectors Office and Bureau of Weights and Measures. The Company believes that it substantially complies with pertinent environmental regulations and does not contemplate any significant expenditures for environmental control facilities in the foreseeable future.

Selected Financial Information. Set forth below is a summary of certain consolidated financial information with respect to the Company, excerpted or derived from the information contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996 and the Company's Quarterly Reports on Form 10-Q for the six month periods ended June 30, 1996 and June 30, 1997. More comprehensive financial information is included in such reports and other documents filed by the Company with the SEC, and the following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information (including any related notes) contained therein. Such reports and other documents may be inspected and copies may be obtained from the offices of the SEC in the manner set forth below.

WESTBRAE NATURAL, INC.

SELECTED CONSOLIDATED FINANCIAL DATA
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	SIX MONTHS ENDED JUNE 30,		FISCAL YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
Selected statement of operations data					
Net Sales	$17,502,000	$17,191,000	$32,583,000	$28,836,000	$24,892,000
Gross Profit	6,933,000	6,498,000	12,440,000	10,462,000	8,833,000
Earnings from Continuing Operations	708,000	571,000	1,203,000	602,000	538,000
Earnings (Loss) from Continuing Operations per Share of Common Stock	$ 0.11	$ 0.09	$ 0.19	$ 0.10	$ 0.09
Selected Balance Sheet Data					
Current Assets	$ 7,320,000	$ 7,176,000	$ 6,517,000	$ 6,159,000	$ 6,336,000
Property, Plant and Equipment, Net	156,000	174,000	169,000	156,000	166,000
Other Assets	6,877,000	7,238,000	7,084,000	7,452,000	7,772,000
Total Assets	$14,353,000	$14,588,000	$13,775,000	$13,767,000	$14,276,000
Current Liabilities	$ 3,607,000	$ 4,368,000	$ 3,348,000	$ 3,691,000	$ 4,165,000
Long-term obligations	1,524,000	2,338,000	1,913,000	2,765,000	3,402,000
Shareholders' Equity	9,222,000	7,882,000	8,514,000	7,311,000	6,709,000
Total Liabilities and Shareholders' Equity	$14,353,000	$14,558,000	$13,775,000	$13,767,000	$14,276,000

Available Information. The Company is subject to the information filing requirements of the Exchange Act and is required to file reports and other information with the SEC relating to its business, financial condition and other matters. Information, as of particular dates, concerning the Company's directors and officers, their remuneration, options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company is required to be described in proxy statements distributed to the Company's stockholders and filed with the SEC. These reports, proxy statements and other information should be available for inspection and copying at the SEC's office at 450 Fifth Street, N.W., Washington, D.C. 20549, and also should be available for inspection and copying at the regional offices of the SEC located at Seven World Trade Center, New York, New York 10048 and Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of this material may also be obtained by mail, upon payment of the SEC's customary fees, from the SEC's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. The SEC also maintains an internet web site at http://www.sec.gov that contains reports, proxy statements and other information.

9. CERTAIN INFORMATION CONCERNING THE PURCHASER AND PARENT

The Purchaser is a newly incorporated Delaware corporation and a wholly owned subsidiary of Parent. To date the Purchaser has not conducted any business other than in connection with the Offer and the Merger. The principal executive offices of the Purchaser are located at 50 Charles Lindbergh Boulevard, Uniondale, New York 11553. The telephone number at such offices is (516) 237-6200.

The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the directors and executive officers of the Purchaser and Parent are set forth in Schedule I hereto.

Until immediately prior to the time the Purchaser purchases Shares pursuant to the Offer, it is not anticipated that the Purchaser will have any significant assets or liabilities or engage in activities other than those incident to its formation and capitalization and the transactions contemplated by the Offer and the Merger. Because the Purchaser is a newly formed corporation and has minimal assets and capitalization, no meaningful financial information regarding the Purchaser is available.

Parent is a Delaware corporation with its principal office located at 50 Charles Lindbergh Boulevard, Uniondale, New York 11553. The telephone number at such offices is (516) 237-6200.

Except as set forth in this Offer to Purchase, none of the Purchaser or Parent (collectively, the "Purchaser Entities"), or, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule I, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Company, joint ventures, loan or option arrangement, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of any of the Purchaser Entities, any of the persons listed on Schedule I, has had any business relationships or transactions with the Company or any of its executive officers, directors or affiliates that would require reporting under the rules of the SEC. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between the Purchaser Entities, or their respective subsidiaries or, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule I, and the Company or its affiliates, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, election of directors or a sale or other transfer of a material amount of assets. Except as set forth in this Offer to Purchase, none of the Purchaser Entities or, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule I, beneficially owns any Shares or has effected any transactions in the Shares in the past 60 days.

10. SOURCE AND AMOUNT OF FUNDS

The total amount required by the Purchaser to acquire all outstanding Shares pursuant to the Offer and the Merger, to consummate the transactions contemplated by the Merger Agreement and to pay fees and expenses related to the Offer and the Merger is estimated to be approximately $27.6 million. The Purchaser will obtain all such funds through a capital contribution from Parent. Parent intends to obtain such funds pursuant to a term loan and a revolving credit facility (together, the "Facilities") contemplated by a commitment letter from IBJ Schroder dated September 11, 1997 (the "Financing Commitment"). The Facilities will also be used by the Parent to provide working capital and to fund future acquisitions. IBJ Schroder intends to syndicate the Facilities to other financial institutions ("Lenders").

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THE FINANCING CONDITION. THE OBLIGATIONS OF IBJ SCHRODER TO FUND UNDER THE FINANCING COMMITMENT ARE SUBJECT TO CERTAIN CONDITIONS THAT ARE SUMMARIZED BELOW. IF ANY SUCH CONDITION IS NOT SATISFIED OR WAIVED, AND AS A RESULT, THE FINANCING CONTEMPLATED BY THE FINANCING COMMITMENT IS NOT FUNDED, THEN THE FINANCING CONDITION WILL NOT BE SATISFIED AND THE PURCHASER WILL NOT BE OBLIGATED TO ACCEPT FOR PAYMENT OR TO PAY FOR SHARES TENDERED PURSUANT TO THE OFFER.

FINANCING COMMITMENT. The following is a summary of certain provisions of the Financing Commitment. The summary is qualified in its entirety by reference to the full text thereof which is incorporated herein by reference and a copy of which has been filed with the SEC as an exhibit to Parent's and the Purchaser's Tender Offer Statement on Schedule 14D-1 (the "Schedule 14D-1"). The Financing Commitment may be examined and copies may be obtained at the places and in the manner set forth in Section 8 of this Offer to Purchase.

The Facilities will consist of two loans totaling $40.0 million (the "Commitment Amount"), in the form of a $30 million secured term loan ("Facility A") and a $10 million secured borrowing base revolving credit facility ("Facility B"). The Facilities will be guaranteed by the existing and future subsidiaries of Parent, including the Purchaser (the "Guarantors"). Consummation of the Facilities is subject to, among other things, the negotiation and execution of a definitive financing agreement (the "Definitive Financing Agreement") on terms satisfactory to the parties thereto. There can be no assurance that the terms set forth below will be contained in such agreement or that such agreement will not contain additional provisions.

Facility A. The Financing Commitment provides that the Parent may borrow up to $30.0 million at the closing of the Offer and the Merger (the "Closing") to fund the Offer and the Merger, consummate the transactions contemplated thereby, refinance certain indebtedness, retire certain stock options and to pay certain related fees and expenses. Facility A provides for a single borrowing at the Closing and no subsequent borrowings thereafter. The final maturity of Facility A will be six years after the date of Closing (the "Closing Date") and will be paid in quarterly installments beginning December 31, 1997. Outstanding amounts under Facility A will bear interest at a rate equal to, at Parent's option, either (i) the sum of the Alternate Base Rate plus 0.75% or (ii) the sum of the Eurodollar Rate plus 2.75%.

Facility B. The Financing Commitment provides that the Parent may borrow up to $10.0 million from time to time, subject to borrowing base limitations, to provide for ongoing working capital needs and to fund the purchase price, subject to certain restrictions, of future acquisitions. Funds may be drawn, reborrowed and redrawn from the Closing Date through the Facility's maturity six years from the Closing Date, at which time the facility will be repaid in full. Outstanding amounts under Facility B will bear interest at a rate equal to, at Parent's option, either (i) the sum of the Alternate Base Rate plus 0.75% or (ii) the sum of the Eurodollar Rate plus 2.75%.

Security. The Facilities will be secured by a first priority perfected security interest in all of the Parent's and Guarantors' present and future accounts receivable, general intangibles, contract rights, all rights to payment of money, instruments, documents, chattel paper, inventory, equipment, furniture, fixtures, licenses, trademarks, trade names, patents, copyrights and other assets (collectively, the "Collateral"). In addition, all the shares of capital stock of the Guarantors will be pledged to IBJ Schroder. The proceeds and products of the Collateral will not be subject to claims, liens or encumbrances except in IBJ Schroder's favor or with IBJ Schroder's written consent.

Fees. The Parent will also pay IBJ Schroder certain commitment, facility and other fees, reimburse certain expenses and provide certain indemnities. The Purchaser and Parent believe that the material terms of such fees and reimbursement and indemnification obligations are customary for commitments of this type.

Prepayments. The Definitive Financing Agreement will provide for mandatory prepayments (i) equal to 75% of excess cash flow determined on a year end basis, (ii) upon certain asset sales, (iii) with proceeds from any equity offering in an amount equal to 50% of the net proceeds of such offering and (iv) with certain insurance proceeds. In addition, the Facilities may be voluntarily prepaid by Parent.

Conditions to Lending. The Financing Commitment conditions the Facilities upon, among other things, (i) loan structure and documentation satisfactory to IBJ Schroder, (ii) satisfactory opinion of counsel to Parent at Closing as to certain matters, (iii) receipt of promissory notes from the Parent, (iv) satisfactory completion of due diligence, (v) evidence that the credit parties are in compliance with pertinent Federal, state and local regulations, (vi) documentation regarding waiver of jury trial and consequential damages, (vii) payment of fees and expenses, (viii) no material adverse change in the financial condition, business, operations, or prospects of Parent and the Guarantors (the "Credit Parties"), (ix) receipt of current SEC filings from Parent and the Company, (x) receipt of annual forecasts from the Parent and the Company, (xi) customary representations and warranties, (xii) receipt of requested third party consents and the evidence of issuance of certain insurance policies, (xiii) grant of the right to sell participations and assign interests in the Facilities, (xiv) approval of the corporate structure of the Credit Parties, (xv) satisfaction with acquisition documents and certain material contracts of the Company, (xvi) approval of expenses and maintenance by Parent and Guarantors of minimum liquidity, (xvii) review of regulatory issues and (xviii) certain restrictions with respect to Parent's subordinated debt.

Covenants. The Financing Commitment provides that covenants in the Definitive Financing Agreement will include but not be limited to the following: maintenance of corporate existence, payment of indebtedness and taxes when due, financial reporting requirements (on a consolidated and consolidating basis for the Credit Parties), delivery of certificates of non-default, current or quick ratio, incrementing net worth, earnings before interest and taxes over interest ratio, debt to net worth ratio, fixed charge coverage, excess cash flow recapture,

limitation on dividends and stock repurchases, limitation on capital expenditures, restriction and quality standards with respect to investments, limitations on other debt, no additional liens or guarantees other than the permitted liens, no change in nature of business, limitation on mergers or acquisitions, limitation on purchase of assets outside of the ordinary course of business, no change in fiscal year, restrictions on sale of assets, no affiliate transaction other than in the normal course of business as presently conducted.

Parent anticipates that indebtedness incurred to fund the Offer and the Merger will be repaid from a variety of sources, which may include, but may not be limited to, funds generated internally by Parent and its affiliates, bank refinancing, and the public or private sale of equity or debt securities. Decisions concerning the method of repayment will be made based on Parent's review from time to time of the feasibility of particular actions and on prevailing interest rates and market conditions.

11. BACKGROUND OF THE OFFER; CONTACTS WITH THE COMPANY

In June 1994, Company approached Parent regarding a possible acquisition. Upon further discussion, the Company agreed to provide to Parent certain information regarding the Company. Parent and the Company entered into a confidentiality agreement dated June 27, 1994 preceding Parent's review of certain information concerning the Company.

In early 1995, Parent made a non-binding offer to purchase the Company, which was terminated by mutual consent of the parties.

In March 1997, Parent and the Company renewed discussions relating to the possible acquisition of the Company by Parent.

Between June and August 1997, representatives of Parent met with representatives of the Company to discuss the Company's business, valuation parameters of the Company and to discuss generally the terms and conditions of a possible transaction.

Parent and Company entered into a second confidentiality agreement dated August 20, 1997 preceding Parent's review of certain information concerning the Company.

On September 4, 1997, the Purchaser presented the Company with a non-binding letter of intent which generally set forth the terms and conditions for the proposed acquisition of the Company. The Company executed the letter of intent which provided, among other things, that the Company negotiate exclusively with Parent regarding Parent's proposed acquisition, subject to the fiduciary duty of the Company's Board of Directors and that the Stockholders sign a Stockholders Agreement providing for the sale of Shares owned by them to Parent, through a tender of such Shares in the Offer or otherwise.

On September 5, 1997, representatives of Parent and representatives of the Company began negotiating the terms of a definitive Merger Agreement and a definitive Stockholders Agreement.

Parent issued a press release on September 8, 1997 announcing the execution of the letter of intent and setting forth the terms of the Offer.

Negotiations between Parent and the Company continued through September 10, 1997, culminating in Parent and the Company agreeing upon a form of Merger Agreement and a form of Stockholders Agreement.

A meeting of the Board of Directors of the Company was held on September 10, 1997, at which the definitive Merger Agreement and Stockholders Agreement were unanimously approved by the Board of Directors of the Company. Meetings of the Boards of Directors of Parent and the Purchaser were held on September 11, 1997, at which the Merger Agreement and Stockholders Agreement were approved by the Boards of Directors of Parent and the Purchaser. Following this approval, the Merger Agreement and the Stockholders Agreement were executed, and the Offer was commenced on September 12, 1997.

12. PURPOSE OF THE OFFER, MERGER, MERGER AGREEMENT AND STOCKHOLDERS AGREEMENT

The purpose of the Offer, the Merger, the Merger Agreement and the Stockholder Agreement is to enable Parent to acquire control of, and the entire equity interest in, the Company. Upon consummation of the Merger, the Company will become a subsidiary of Parent. The Offer and the Stockholder Agreement are intended to increase the likelihood that the Merger will be effected.

MERGER AGREEMENT. The following is a summary of certain provisions of the Merger Agreement. The summary is qualified in its entirety by reference to the full text thereof which is incorporated herein by reference and a copy of which has been filed with the SEC as an exhibit to Parent's and the Purchaser's Schedule 14D-1. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 of this Offer to Purchase.

The Offer. The Merger Agreement provides that, subject to the provisions of the Merger Agreement, as promptly as practicable but in no event later than five business days after the announcement of the execution of the Merger Agreement, the Purchaser will, and Parent will cause the Purchaser to, commence the Offer. The Merger Agreement provides that the obligation of the Purchaser to, and of Parent to cause the Purchaser to, accept for payment, and pay for, any shares of Common Stock tendered pursuant to the Offer will be subject to the (i) the Minimum Condition, (ii) the Financing Condition and (iii) conditions set forth in "Conditions to the Offer" below and to the other conditions of the Merger Agreement. On the terms and subject to the conditions of the Offer and the Merger Agreement, the Purchaser will, and Parent will cause the Purchaser to, pay for all shares of Common Stock validly tendered and not withdrawn pursuant to the Offer that the Purchaser becomes obligated to purchase pursuant to the Offer as soon as practicable after the expiration of the Offer. The Purchaser expressly reserves the right to modify the terms of the Offer and to waive any condition of the Offer, except that, without the consent of the Company, the Purchaser will not (i) reduce the number of shares of Common Stock subject to the Offer, (ii) reduce the price per share of Common Stock to be paid pursuant to the Offer, (iii) modify or add to the conditions set forth in "Conditions to the Offer" below or otherwise amend the Offer in any manner materially adverse to the Company's stockholders, (iv) except as provided in the next two sentences, extend the Offer, or (v) change the form of consideration payable in the Offer. Notwithstanding the foregoing, the Purchaser may, without the consent of the Company, (i) extend the Offer for a period of not more than 10 business days beyond the initial expiration date of the Offer (which initial expiration date will be 20 business days following commencement of the Offer), if on the date of such extension less than 90% of the outstanding shares of Common Stock have been validly tendered and not properly withdrawn pursuant to the Offer, (ii) extend the Offer from time to time if at the initial expiration date or any extension thereof the Minimum Condition or any of the other conditions to the Purchaser's obligation to purchase shares of Common Stock set forth in paragraphs (a), (b) and (e) of "Conditions to the Offer" below will not be satisfied or waived, until such time as such conditions are satisfied or waived, (iii) extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer and (iv) extend the Offer for any reason for a period of not more than 10 business days beyond the latest expiration date that would otherwise be permitted under clause (i), (ii) or (iii) of this sentence. In addition, the Purchaser will at the request of the Company extend the Offer for five business days if at any scheduled expiration date of the Offer any of the conditions to the Purchaser's obligation to purchase shares of Common Stock will not be satisfied; provided, however, that the Purchaser will not be required to extend the Offer beyond November 30, 1997.

The Merger. The Merger Agreement provides that following the satisfaction or waiver of the conditions described below under "Conditions to the Merger" and in accordance with the DGCL, the Purchaser will be merged with and into the Company, and each then outstanding Share (other than Shares owned by the Company or by any subsidiary of the Company and Shares owned by Parent, the Purchaser or any other subsidiary of Parent or held by stockholders, if any, who are entitled to and who properly exercise dissenters' rights under the DGCL), will be converted into the right to receive an amount in cash equal to the price per Share paid pursuant to the Offer, without interest.

Approval of Company Stockholders. If required by applicable law in order to consummate the Merger, the Company will duly call, give notice of, convene and hold a special meeting (the "Special Meeting") of its stockholders as soon as practicable following the consummation of the Offer for the purpose of considering and taking action upon the Merger Agreement and the Merger. In addition to receiving notice of such Special Meeting, stockholders would receive a Proxy Statement (the "Proxy Statement"), soliciting the vote of the stockholders of the Company with respect to the Merger Agreement and the Merger at the Special Meeting. Section 253 of the DGCL would permit the Merger to occur without a vote of the Company's stockholders (a "short-form merger") if the Purchaser were to acquire at least 90% of all of the outstanding Shares in the Offer. If the Purchaser acquires 90% or more of the outstanding Shares in the Offer, the Purchaser intends to cause the Merger to occur as a short-form merger.

Conditions to the Merger. The Merger Agreement provides that the Merger is subject to the satisfaction or waiver of the following conditions: (1) the Merger Agreement shall have been approved and adopted by the requisite vote of the holders of the Shares, if required by applicable law, in order to consummate the Merger, (2) no statute, rule or regulation shall have been enacted or promulgated by any governmental authority which prohibits the consummation of the Merger; and there shall be no order or injunction of a court of competent jurisdiction in effect precluding consummation of the Merger and (3) Parent, the Purchaser or their affiliates shall have purchased Shares pursuant to the Offer, except that this condition shall not apply if Parent, the Purchaser or their affiliates shall have failed to purchase Shares pursuant to the Offer in breach of their obligations under the Merger Agreement.

Termination of the Merger Agreement. The Merger Agreement may be terminated and the transactions contemplated therein may be abandoned at any time prior to the Effective Time, whether before or after stockholder approval thereof: (1) by the mutual written consent of Parent and the Company; (2) by either of the Company or Parent (a) if the Offer will have expired without any Shares being purchased therein, other than by a party whose failure to fulfill an obligation under the Merger Agreement was the cause of the failure of Parent or the Purchaser to purchase such shares, (b) if any Federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign (a "Governmental Entity") will have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto will use their reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the acceptance for payment of, or payment for, Shares pursuant to the Offer or the Merger and such order, decree, ruling or other action will have become final and non-appealable or (c) if the Offer has not been consummated prior to November 30, 1997; (3) by the Company if (a) to the extent described under the second paragraph under "Takeover Proposals," the Board of Directors of the Company (the "Company Board") approves or recommends a Superior Proposal (as defined below) and (b) the Company has paid to the Parent an amount in cash equal to the sum of the Termination Fee (as defined below); or (4) by Parent (a) if, due to an occurrence, not involving a breach by Parent or the Purchaser of their obligations hereunder, which makes it impossible to satisfy any of the conditions set forth in "Conditions to the Offer" below, (b) if prior to the purchase of Shares pursuant to the Offer, the Company will have breached any representation, warranty, covenant or other agreement contained in the Merger Agreement which (I) would give rise to the failure of a condition set forth in "Conditions to the Offer" below and (II) cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to the Company or (c) if either Parent or the Purchaser is entitled to terminate the Offer as a result of the occurrence of any event set forth in paragraphs (d), (f) and (g) of "Conditions to the Offer" below.

Takeover Proposals; No Solicitation. The Company has agreed in the Merger Agreement that it will not, nor will it permit any officer or director of the Company or any officer or director of its subsidiaries to, nor will it authorize or permit, any officer, director or employee of, or any investment banker, attorney or other advisor or representative of, the Company or any of its subsidiaries to, (1) solicit, initiate or encourage the submission of, any Takeover Proposal (as defined below), (2) except as provided in the next paragraph, enter into any agreement with respect to any Takeover Proposal or (3) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to the Company, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Takeover Proposal; provided, however, that prior to the acceptance for payment of shares of Common Stock pursuant to the Offer, to the extent required by the fiduciary obligations of the Company Board, as determined in good faith by a majority of the members thereof based on the written advice of outside counsel, the Company may, in response to an unsolicited written bona fide Takeover Proposal that contains no financing condition from a person that the Company Board reasonably believes has the financial ability to make a Superior Proposal, furnish non-public information with respect to the Company to such person pursuant to a customary confidentiality agreement and participate in discussions or negotiations with such person. For purposes of the Merger Agreement, "Takeover Proposal" means any written proposal that contains no financing condition for a merger or other business combination involving the Company or any of its subsidiaries or any proposal or offer to acquire in any manner, directly or indirectly, more than 20% of the equity securities of the Company or more than 20% of the Company's consolidated total assets, other than the transactions contemplated in the Merger Agreement.

The Merger Agreement provides that neither the Company Board nor any committee thereof will (1) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Parent or the Purchaser, the approval or recommendation by the Company Board or any such committee of the Offer, the Merger Agreement or the Merger or (2) approve or recommend, or propose to approve or recommend, any Takeover Proposal. Notwithstanding the foregoing, the Company Board, to the extent required by the fiduciary obligations thereof, as determined in good faith by a majority of the members thereof based on the written advice of outside counsel, may approve or recommend (and, in connection therewith withdraw or modify its approval or recommendation of the Offer, the Merger Agreement or the Merger) a Superior Proposal. For purposes of the Merger Agreement, "Superior Proposal" means a bona fide Takeover Proposal made by a third party on terms which the Company Board determines in its good faith judgment to be more favorable to the Company's stockholders than the Offer and the Merger.

The Merger Agreement provides that nothing contained therein shall prohibit the Company and its Board of Directors from complying with Rule 14e-2 under the Exchange Act, or issuing a communication meeting the requirements of Rule 14d-9(e) under the Exchange Act, with respect to any tender offer; provided, however, that the Company may not, except as permitted by the second preceding paragraph, withdraw or modify its position, with respect to the Offer or the Merger or approve or recommend, or propose to approve or recommend, a takeover proposal.

Fees and Expenses. The Merger Agreement provides that the Company will pay to Parent, upon demand a fee of $1 million (the "Termination Fee"), payable in same day funds, if (1) after the date of the Merger Agreement, any person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) will have publicly made a Takeover Proposal, (2) the Offer will have remained open until at least the scheduled expiration date immediately following the date such Takeover Proposal is made (and in any event for at least ten business days following the date such Takeover Proposal is made), (3) the Minimum Condition will not have been satisfied at the expiration of the Offer, (4) the Merger Agreement will thereafter be terminated pursuant to its terms and (5) the Company Board, within 10 business days after the public announcement of the Takeover Proposal, either fails to recommend against acceptance of such Takeover Proposal by the Company's stockholders or announces that it takes no position with respect to the acceptance of such Takeover Proposal by the Company's stockholders. The Merger Agreement further provides that if (1) the Company will terminate the Merger Agreement for reasons described in clause (3) under "Termination of the Merger Agreement" above,

(2) Parent will terminate the Merger Agreement for reasons described in clause (4)(c) under "Termination of the Merger Agreement" above, or (3) either the Company or Parent terminates the Merger Agreement for reasons described in clause (2)(a) under "Termination of the Merger Agreement" above as a result of the existence of any condition set forth in paragraph (d) of "Conditions to the Offer" below; the Company will pay to Parent, an amount (the "Expense Reimbursement Amount"), equal to $200,000, which will be payable in same day funds. The estimated Amount will be paid concurrently with any such termination. Parent shall reimburse the Company to the extent such Expense Reimbursement Amount exceeds its actual expenses. Notwithstanding the foregoing, the aggregate payment by the Company for reason described in this paragraph above will not exceed $1 million. If Parent terminates the Merger Agreement upon failure by the Parent to satisfy the Financing Condition for reasons not attributable to the Company, Parent shall pay to the Company an amount equal to $100,000.

Conduct of Business by the Company. The Merger Agreement provides that during the period from the date of the Merger Agreement to the earlier of the Effective Time of the Merger and the appointment or election of the Purchaser's designees to the Company Board pursuant to the terms of the Merger Agreement (such earlier time, the "Control Time"), the Company will, and will cause its subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted and, to the extent consistent therewith, use all reasonable efforts to preserve intact their current business organizations, keep available the services of their current officers and employees and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with them to the end that their goodwill and ongoing businesses will be unimpaired at the Effective Time. Without limiting the generality of the foregoing, except as contemplated by the Merger Agreement or otherwise approved in writing by Parent, during the period from the date of the Merger Agreement to the Control Time, the Company will not, and will not permit any of its subsidiaries to: (1)(a) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, other than dividends and distributions by any direct or indirect wholly owned subsidiary of the Company to its parent, (b) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (c) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities; (2) issue, deliver, sell, pledge or otherwise encumber any shares of its capital stock (including shares issued and held in treasury), any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, other than the issuance of Common Stock upon the exercise of Company Options outstanding on the date of the Merger Agreement in accordance with their present terms; (3) amend its certificate of incorporation, by-laws or other comparable charter or organizational documents; (4) acquire or agree to acquire (a) by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof or (b) any assets that are material, individually or in the aggregate, to the Company and its subsidiaries taken as a whole, except purchases of inventory in the ordinary course of business consistent with past practice; (5) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets, except sales of inventory in the ordinary course of business consistent with past practice; (6)(a) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its subsidiaries, guarantee any debt securities of another person, enter into any "keep well" or other agreement to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing, except for short-term borrowings incurred in the ordinary course of business consistent with past practice and pursuant to existing agreements not to exceed in the aggregate $250,000, or (b) make any loans, advances or capital contributions to, or investments in, any other person, other than to the Company or any direct or indirect wholly owned subsidiary of the Company except for travel advances and loans to employees in amounts not to exceed $10,000 in the aggregate; (7) make or agree to make any new capital expenditure or expenditures which, individually, is in excess of $50,000 or, in the aggregate, are in excess of $250,000; (8) (a) grant to any officer of the Company or any of its subsidiaries any increase in compensation, except as was required under employment agreements in effect as of December 31, 1996, (b) grant to any officer of the

Company or any of its subsidiaries any increase in severance or termination pay, except as was required under employment, severance or termination agreements in effect as of December 31, 1996, (c) enter into any employment, severance or termination agreement with any officer of the Company or any of its subsidiaries or (d) amend any benefit plan in any respect; (9) make any change in accounting methods, principles or practices materially affecting the Company's assets, liabilities or business, except insofar as may have been required by a change in generally accepted accounting principles; (10) pay, discharge, settle or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms; (11) except in the ordinary course of business, modify, amend or terminate any material contract or waive or release or assign any material rights or claims; (12) make any material tax election or settle or compromise any material income tax liability; or (13) authorize any of, or commit or agree to take any of, the foregoing actions. In addition, the Merger Agreement provides the Company will not, and will not permit any of its subsidiaries to, take any action that would, or that could reasonably be expected to, result in (i) any of the representations and warranties of the Company set forth in the Merger Agreement that are qualified as to materiality becoming untrue, (ii) any of such representations and warranties that are not so qualified becoming untrue in any material respect or (iii) except as otherwise permitted by the terms of the Merger Agreement, any of the conditions to the Offer set forth under "Conditions to the Offer" below, or any of the conditions to the Merger set forth under "Conditions to the Offer" above, not being satisfied.

Pursuant to the Merger Agreement, the Company shall not, and shall not permit any of its subsidiaries to, take any action that would or that could reasonably be expected to result in (1) any of its representations and warranties set forth in the Merger Agreement that are qualified as to materiality becoming untrue, (2) any of such representations and warranties that are not so qualified becoming untrue in any material respect or (3) except as otherwise permitted by the provisions of the Merger Agreement described above under "Takeover Proposals", any of the conditions to the Offer or to the Merger not being satisfied.

In addition, the Merger Agreement provides that the Company shall promptly advise the Purchaser orally and in writing of any change or event having, or which, insofar as can reasonably be foreseen, would have, a material adverse effect on the Company and its subsidiaries taken as a whole.

Board of Directors of the Company. The Merger Agreement provides that upon the purchase and payment by Parent or the Purchaser of Shares representing at least a majority of the outstanding Shares on a fully diluted basis, Parent shall be entitled to designate such number of directors on the Board of Directors of the Company which represents a percentage of the Board of Directors of the Company equaling the percentage of Shares purchased. If requested by Parent, the Company shall cause such persons designated by Parent to constitute at least the same percentage of each committee of the Board of Directors of the Company and each board of directors of each subsidiary of the Company.

The Merger Agreement further provides that in the event that Parent's designees are elected to the Board of Directors of the Company prior to the Effective Time of the Merger, until the Effective Time of the Merger the Board of Directors of the Company shall have at least two directors who are directors as of the date of the Merger Agreement. In such event, the affirmative vote of a majority of the directors not designated by Parent shall be required to (i) amend or terminate the Merger Agreement, (ii) exercise or waive any of the Company's rights, benefits or remedies under the Merger Agreement, or (iii) take any other action by the Board of Directors of the Company under or in connection with the Merger Agreement.

Stock Options. Immediately prior to the Effective Time, each outstanding Company Option granted under the Option Plans or otherwise shall be surrendered to the Company and shall be forthwith cancelled and the Company shall pay to each holder of a Company Option, by check, an amount equal to (i) the product of the number of the Shares which are issuable upon exercise of such Company Option, multiplied by the Offer Price, less (ii) the aggregate exercise price of such Company Option. Except as may be otherwise agreed to by Parent or the Purchaser and the Company, the Company's Option Plans shall terminate as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any of its subsidiaries shall be deleted as of the Effective Time and no holder of Company Options or any participant in the Option Plans or any other plans, programs or

arrangements shall have any rights thereunder to acquire any equity securities of the Company, the Surviving Corporation or any subsidiary thereof.

Subordinated Debt. Immediately prior to the Effective Time, Parent will cause the Company to redeem all of the Company's 8% Senior Subordinated Notes A and 8% Senior Subordinated Notes B in an amount equivalent to the outstanding principal amount thereof and accrued and unpaid interest thereon but not in excess of $2.2 million.

Indemnification. The Purchaser and Parent have agreed in the Merger Agreement that all rights to indemnification for acts or omissions occurring prior to the Effective Time existing on the date of the Merger Agreement in favor of the current or former directors or officers of the Company and its subsidiaries as provided under certain indemnification agreements and in their respective certificates of incorporation or by-laws shall survive the Merger and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Time.

Reasonable Notification. The Merger Agreement provides that, on the terms and subject to the conditions of the Merger Agreement, each of the parties shall use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Offer and the Merger and the other transactions contemplated by the Operative Agreements.

Procedure for Termination, Amendment, Extension or Waiver. The Merger Agreement provides that in the event the Purchaser's designees are appointed or elected to the Board of Directors of the Company as described above under "Board of Directors," after the acceptance for payment of Shares pursuant to the Offer and prior to the Effective Time, the affirmative vote of a majority of the Independent Directors shall be required for the Company to amend or terminate the Merger Agreement, exercise or waive any of its rights or remedies under the Merger Agreement or extend the time for performance of the Purchaser's and Parent's respective obligations under the Operative Agreements.

Representations and Warranties. In the Merger Agreement, the Company has made customary representations and warranties to Parent and the Purchaser with respect to, among other things, its organization, capitalization, financial statements, public filings, conduct of business, employee benefit plans, labor relations and employment matters, compliance with laws, subsidiaries, tax matters, litigation, vote required to approve the Merger Agreement, undisclosed liabilities, information supplied, the absence of any material adverse changes in the Company since December 31, 1996, brokers, fees and expenses, intellectual property, environmental protection, transactions with affiliates and contracts.

THE STOCKHOLDERS AGREEMENT. As an inducement and a condition to entering into the Merger Agreement, Parent required that the Stockholders agree, and the Stockholders agreed, to enter into the Stockholders Agreement.

The following is a summary of the material terms of the Stockholders Agreement. This summary is not a complete description of the terms and conditions thereof and is qualified in its entirety by reference to the full text thereof which is incorporated herein by reference and a copy of which has been filed with the Commission as an exhibit to the Schedule 14D-1. The Stockholders Agreement may be examined, and copies thereof may be obtained, as set forth in Section 8 above.

Tender of Shares. Pursuant to the Stockholders Agreement, the Stockholders have agreed to tender all of the Shares beneficially owned by them at the Offer Price and in accordance with the terms and conditions of the Offer, representing in the aggregate of 4,098,654 Shares, or approximately 68.9% of the currently outstanding Shares of the Company. The effect of the Stockholders agreeing to tender certain Shares pursuant to the Stockholders Agreement is that the Purchaser would satisfy the Minimum Condition.

Voting. Pursuant to the Stockholders Agreement, the Stockholders have agreed, for a period ending upon the earlier of the consummation of the Merger and four-months following the termination of the Merger

Agreement in accordance with its terms (the "Term"), at any meeting of the holders of Shares, however called, or in connection with any written consent of the holders of Shares, to vote (or cause to be voted) the Shares (if any) then held of record or beneficially owned by such Stockholder, (i) in favor of the Merger, the execution and delivery by the Company of the Merger Agreement and the approval of the terms thereof and each of the other actions contemplated by the Merger Agreement and the Stockholders Agreement and any actions required in furtherance thereof, and (ii) against any Takeover Proposal and against any action or agreement that would impede, frustrate, prevent or nullify the Merger Agreement, or result in a breach in any respect of any covenant, representation or warranty or any other obligations or agreement of the Company under the Merger Agreement or which would result in any of the conditions set forth in "Conditions to the Offer" below or under "Conditions to the Merger" above not being fulfilled; provided, however, that nothing contained in the Stockholders Agreement shall be construed as requiring any Stockholder who also is a director of the Company to propose, endorse, approve or recommend the Merger Agreement or any transaction contemplated thereby in such Stockholder's capacity as a director of the Company.

Pursuant to the Stockholders Agreement, the Stockholders have further agreed, during the Term, that the Stockholders shall not (i) tender, or consent to any tender of, any or all such Stockholder's Shares, pursuant to any Acquisition Proposal, (ii) transfer, or consent to any transfer of, any or all of such Stockholder's Shares, Company Options or any interest therein, (iii) enter into any contract, option or other agreement or understanding with respect to any transfer of any or all of such Shares, Company Options or any interest therein, (iv) grant any proxy, power-of-attorney or other authorization in or with respect to such Shares or Company Options, (v) deposit such Shares or Company Options into a voting trust or enter into a voting agreement or arrangement with respect to such Shares or Company Options, or (vi) take any other action that would in any way restrict, limit or interfere with the performance of their obligations under the Stockholders Agreement or the transactions contemplated thereby or by the Merger Agreement. The Stockholders have further agreed to be bound by the provisions of the Merger Agreement relating to prohibitions on solicitations of Acquisition Proposals to the same extent as the Company. For purposes of the Stockholders Agreement, "Acquisition Proposal" means a Takeover Proposal but excludes any Superior Proposal which a Stockholder, in his capacity as director, would be required to approve or recommend in accordance with his fiduciary duties.

Each Stockholder has also granted Parent an irrevocable proxy to vote each Stockholder's Shares in favor of the Merger Agreement and against any Acquisition Proposal. Each Stockholder will be indemnified under the Stockholders Agreement to the extent such Stockholder shall be indemnified in his capacity as director of the Company under the Merger Agreement.

Termination. The covenants and agreements contained in the Stockholders Agreement with respect to the Shares shall terminate upon the earlier of the consummation of the Merger and four months following the termination of the Merger agreement in accordance with its terms; provided, however, in the event the Merger Agreement is terminated by the Company upon the receipt of a Superior Proposal in accordance with the Merger Agreement, the Stockholders Agreement shall terminate on the date of termination of the Merger Agreement.

Representations, Warranties, Covenants and Other Agreements. Each Stockholder has made certain customary representations, warranties and covenants, including with respect to (i) ownership of the Shares, (ii) the authority to enter into and perform its obligations under the Stockholders Agreement, (iii) the absence of required consents or contractual conflicts relating to the Stockholders Agreement, (iv) the absence of encumbrances on and in respect of its Shares, (v) no finder's fees, (vi) the solicitation of Acquisition Proposals, (vii) transfers of Shares, (viii) waiver of appraisal rights and (ix) further assurances.

CONFIDENTIALITY AGREEMENT. Pursuant to the Confidentiality Agreements dated June 27, 1994 and August 20, 1997 by Parent and the Company (together, the "Confidentiality Agreement"), the parties agreed to provide, among other things, for the confidential treatment of their discussions regarding the Offer and the Merger and the exchange of certain confidential information concerning the Company. The Confidentiality Agreement is incorporated herein by reference and a copy of it has been filed with the SEC as an exhibit to the Schedule 14D-1. The Confidentiality Agreement may be examined and copies may be obtained at the places and in the manner set forth under the heading "Available Information" in Section 8 of this Offer to Purchase.

OTHER MATTERS. Under the Company's Certificate of Incorporation, the affirmative vote of holders of a majority of the outstanding Shares entitled to vote, including any Shares owned by the Purchaser, would be required to adopt the Merger. If the Purchaser acquires, through the Offer or otherwise, voting power with respect to at least a majority of the outstanding Shares, which would be the case if the Minimum Condition were satisfied, it would have sufficient voting power to effect the Merger without the vote of any other stockholder of the Company. The DGCL also provides that if a parent company owns at least 90% of each class of stock of a subsidiary, the parent company can effect a merger with the subsidiary without the authorization of the other stockholders of the subsidiary. Accordingly, if, as a result of the Offer, the Stockholder Agreements or otherwise, the Purchaser acquires at least 90% of the outstanding Shares, the Purchaser could, and intends to, effect the Merger without approval of any other stockholder of the Company.

No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, stockholders of the Company may have certain rights under the DGCL to dissent and demand appraisal of, and payment in cash for the fair value of, the Shares. Such rights, if the statutory procedures are complied with, could lead to a judicial determination of the fair value (excluding any element of value arising from accomplishment or expectation of the Merger) required to be paid in cash to such dissenting holders for their Shares. Any such judicial determination of the fair value of Shares could be based upon consideration other than or in addition to the price paid in the Offer and the market value of the Shares, including asset values and the investment value of the Shares. The value so determined could be more or less than the purchase price per Share pursuant to the Offer or the consideration per Share to be paid in the Merger. The foregoing summary of the rights of dissenting stockholders does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise their dissenters' rights. The preservation and exercise of dissenters' rights are conditioned on strict adherence to the applicable provisions of Delaware law.

In addition, the Merger will have to comply with other applicable procedural and substantive requirements of Delaware law, including any duties to minority stockholders imposed upon a controlling or, if applicable, majority stockholder.

The SEC has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer in which the Purchaser seeks to acquire the remaining Shares not held by it. The Purchaser believes, however, that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following consummation of the Offer. Rule 13e-3 requires, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such transaction be filed with the SEC and disclosed to stockholders prior to consummation of the transaction.

The Purchaser or an affiliate of the Purchaser may, following the consummation or termination of the Offer, seek to acquire additional Shares through open market purchases, privately negotiated transactions, a tender offer or exchange offer or otherwise, upon such terms and at such prices as it shall determine, which may be more or less than the price to be paid pursuant to the Offer. The Purchaser and its affiliates also reserve the right to dispose of any or all Shares acquired by them.

Except as noted in this Offer to Purchase, neither Parent nor the Purchaser has any present plans or proposals that would result in an extraordinary corporate transaction, such as a merger, reorganization, liquidation, relocation of operations, or sale or transfer of assets, involving the Company or any of its subsidiaries, or any material changes in the Company's corporate structure, business or composition of its management or personnel.

13. DIVIDENDS AND DISTRIBUTIONS

As described above, the Merger Agreement provides that, prior to the Effective Time, the Company will not, except as explicitly permitted by the Merger Agreement, (i) declare, set aside or pay any dividend or make

any other distributions in respect of, any of its capital stock, other than dividends and distributions by any direct or indirect wholly owned subsidiary of the Company to its parent, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, or (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities.

14. CONDITIONS TO THE OFFER

Notwithstanding any other terms of the Offer or the Merger Agreement, the Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any tendered Shares, and may terminate or amend the Offer as to any Shares not then paid for, if (i) the Minimum Condition has not been satisfied, (ii) the Financing Condition has not been satisfied or (iii) at any time on or after the date of the Agreement and before the time of acceptance for payment for any such Shares, any of the following events will have occurred:

(a) there will be threatened or pending any suit, action or proceeding by any Governmental Entity against the Purchaser, Parent, the Company or any subsidiary of the Company (i) seeking to prohibit or impose any material limitations on Parent's or the Purchaser's ownership or operation (or that of any of their respective subsidiaries or affiliates) of all or a material portion of their or the Company's businesses or assets, or to compel Parent or the Purchaser or their respective subsidiaries and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Parent and their respective subsidiaries, in each case taken as a whole, (ii) challenging the acquisition by Parent or the Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other transactions contemplated by the Agreement, or seeking to obtain from the Company, Parent or the Purchaser any damages that are material in relation to the Company and its subsidiaries taken as a whole, (iii) seeking to impose material limitations on the ability of the Purchaser, or render the Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (iv) seeking to impose material limitations on the ability of Purchaser or Parent effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's stockholders, or (v) which otherwise is reasonably likely to have a material adverse effect on the operations, business, properties or condition (financial or otherwise) of the Company or any of its subsidiaries taken as a whole;

(b) there will be any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated, or deemed applicable, pursuant to an authoritative interpretation by or on behalf of a Government Entity, to the Offer or the Merger, or any other action will be taken by any Governmental Entity that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) there will have occurred any other event, change or effect after the date of the Agreement which, either individually or in the aggregate, would have, or be reasonably likely to have, a material adverse effect on the operations, business, properties or condition (financial or otherwise) of the Company or any of its subsidiaries taken as a whole;

(d) (i) the Company Board or any committee thereof will have withdrawn or modified in a manner adverse to Parent or the Purchaser its approval or recommendation of the Offer, the Merger or the Agreement, or approved or recommended any Takeover Proposal or (ii) the Company Board or any committee thereof will have resolved to do any of the foregoing;

(e) there will have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or on the London Stock Exchange, for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iii) a commencement of war, armed hostilities or other international or national calamity directly or indirectly involving the United States, (iv) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit generally by banks or other financial institutions or (v) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(f) any of the representations and warranties of the Company set forth in the Merger Agreement that are qualified as to materiality will not be true and correct in any material respect and any such representations and warranties that are not so qualified will not be true and correct, in each case as if such representations and warranties were made as of such time;

(g) the Company will have failed to perform in any material respect any obligation or to comply in any material respect with any agreement or covenant of the Company to be performed or complied with by it under the Merger Agreement and such failure would result in a material adverse effect on the operations, business, properties or condition (financial or otherwise) of the Company or any of its subsidiaries taken as a whole;

(h) any person acquires beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act), of at least 20% of the outstanding Common Stock of the Company (other than any person not required to file a Schedule 13D under the rules promulgated under the Exchange Act); or

(i) the Agreement shall have been terminated in accordance with its terms.

Subject to the provisions of the Merger Agreement set forth under "The Offer" in Section 12 above, the foregoing conditions (i) may be asserted by Parent and the Purchaser regardless of the circumstances giving rise to such condition and (ii) are for the sole benefit of Parent and the Purchaser and may be waived by Parent or the Purchaser, in whole or in part at any time and from time to time in the sole discretion of Parent or the Purchaser. The failure by Parent or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

15. CERTAIN LEGAL MATTERS

Except as described in this Section 15, based on a review of publicly available filings by the Company with the SEC and other publicly available information concerning the Company, the Purchaser is not aware of any regulatory license or permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by the acquisition of Shares by the Purchaser pursuant to the Offer or, except as set forth below, of any approval or other action by any governmental, administrative or regulatory agency or authority, domestic or foreign, that would be required prior to the acquisition of Shares by the Purchaser pursuant to the Offer. Should any such approval or other action be required, the Purchaser currently contemplates that it will be sought. While the Purchaser does not currently intend to delay the acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that adverse consequences might not result to the Company's business or that certain parts of the Company's business might not have to be disposed of in the event that such approvals were not obtained or any other actions were not taken. The Purchaser's obligation under the Offer to accept for payment and pay for Shares is subject to certain conditions, including conditions relating to the legal matters discussed in this Section 15. See Section 14.

Delaware State Takeover Laws. The Company is incorporated under the laws of the State of Delaware. Section 203 of the DGCL limits the ability of a Delaware corporation to engage in business combinations with "interested stockholders" (defined as any beneficial owner of 15% or more of the outstanding voting stock of the corporation) unless, among other things, the corporation's board of directors has given its prior approval to either the business combination or the transaction which resulted in the stockholder becoming an "interested stockholder." The Company has represented in the Merger Agreement that it properly elected that Section 203 of the DGCL be inapplicable to the Offer, the Merger and the transactions contemplated in the Merger Agreement and the Stockholders Agreement. At a meeting on September 10, 1997, the Board of Directors of the Company approved the Merger Agreement, the Stockholders Agreement, the Merger, the Offer and the Purchaser's purchase of Shares pursuant to the Offer. Accordingly, the provisions of Section 203 of the DGCL have been satisfied with respect to the Offer and the Merger and such provisions will not delay the consummation of the Merger.

State Takeover Statutes. A number of other states have adopted "takeover" statutes that purport to apply to attempts to acquire corporations that are incorporated in such states, or whose business operations have substantial economic effects in such states, or which have substantial assets, security holders, employees, principal executive offices or principal places of business in such states.

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted "takeover" statutes. The Purchaser does not know whether any of these statutes will, by their terms, apply to the Offer, and has not complied with any such statutes. To the extent that certain provisions of these statutes purport to apply to the Offer, the Purchaser believes that there are reasonable bases for contesting such statutes. See Section 12. If any person should seek to apply any state takeover statute, the Purchaser would take such action as then appears desirable, which action may include challenging the validity or applicability of any such statute in appropriate court proceedings. If it is asserted that one or more takeover statutes apply to the Offer, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, the Purchaser might be required to file certain information with, or receive approvals from, the relevant state authorities, and the Purchaser might be unable to purchase or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer. In such case, the Purchaser may not be obligated to accept for payment or pay for Shares tendered. See Section 14.

16. FEES AND EXPENSES

The Purchaser has retained MacKenzie Partners, Inc. to act as the Information Agent and Continental Stock Transfer & Trust Company to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer material to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their services and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under the federal securities laws. The Information Agent and the Depositary will be reimbursed for certain reasonable out-of-pocket expenses. Neither of the Information Agent or the Depositary has been retained to make solicitations or recommendations in connection with the Offer. CIBC Wood Gundy Securities Corp. has acted as financial adviser to Parent in connection with the Offer and the Merger and will receive customary fees in consideration for its services. Neither Parent nor the Purchaser will pay any fees or commissions to any broker or dealer or other person (other than the Information Agent) for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will be reimbursed by the Purchaser for reasonable expenses incurred by them in forwarding material to their customers.

17. MISCELLANEOUS

The Purchaser is not aware of any jurisdiction in which the making of the Offer is not in compliance with applicable law. If the Purchaser becomes aware of any jurisdiction in which the making of the Offer would not

be in compliance with applicable law, the Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, the Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares residing in such jurisdiction. In those jurisdictions whose securities or blue sky laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by one or more registered brokers or dealers which are licensed under the laws of such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF THE PURCHASER OR PARENT NOT CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

The Purchaser has filed with the SEC the Schedule 14D-1 pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule 14D-1 and any amendments thereto, including exhibits, may be inspected and copies may be obtained at the same places and in the same manner as set forth under the heading "Available Information" in Section 8 (except that they will not be available at the regional offices of the SEC).

Hain Acquisition Corp.

September 12, 1997

SCHEDULE I

DIRECTORS AND EXECUTIVE
OFFICERS OF PARENT AND THE PURCHASER

1. Directors and Executive Officers of Parent. The following table sets forth the name, business address and present principal occupation or employment, and material occupations, positions, offices or employment for the past five years of each director and executive officer of Parent. Unless otherwise indicated, each such person is a citizen of the United States of America, except for Mr. Simon, who is a citizen of Canada, and the business address of each such person is c/o The Hain Food Group, 50 Charles Lindbergh Boulevard, Uniondale, New York 11553. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with Parent. Unless otherwise indicated, each executive officer has been an executive officer of Parent since November 1993.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
DIRECTORS OF PARENT	
Irwin D. Simon.....	Mr. Simon has been a Director, President and Chief Executive Officer of the Company since its inception and is its founder. From December 1990 through December 1992, Mr. Simon was employed in various marketing capacities with Slim-Fast Foods Company ("Slim Fast"), a national marketer of meal replacement and weight loss food supplements. Prior to that, Mr. Simon held various sales and marketing functions with Haagan Dazs Inc., a subsidiary of Grand Metropolis Inc.
Andrew R. Heyer.....	Since August 1995, Mr. Heyer has been a Managing Director of CIBC Wood Gundy Securities Corp., an affiliate of the Canadian Imperial Bank of Commerce and the successor to the Argosy Group, L.P. From February 1990 until August 1995, Mr. Heyer was a Managing Director of the Argosy Group, L.P., an investment banking firm that specialized in merger, acquisition, divestiture, financing, refinancing and restructuring transactions. Mr. Heyer has been a Director since November 1993.
Beth L. Bronner.....	Ms. Bronner joined Citibank, N.A. in September 1996 as Vice President and Director of Marketing for the United States and Europe. From July 1994 to August 1996, Ms. Bronner was Vice President--Emerging Markets of American Telephone & Telegraph Company Consumer Communication Services business. Ms. Bronner was President of the Professional Products Division of Revlon, Inc. from May 1993 until June 1994. From February 1992 to May 1993 she was Executive Vice President of the Beauty Care and Professional Products Division of Revlon, Inc. Ms. Bronner also serves as a director of Fortis, Inc. and Ulta, Inc. Ms. Bonner has been a Director since November 1993.
Barry Gordon.....	Since 1980, Mr. Gordon has been President and a director of American Fund Advisors, Inc., a money management firm, and was elected Chairman of the Board thereof in 1987. In addition, Mr. Gordon is President of The John Hancock Global Technology Fund (a mutual fund specializing in telecommunications and technology securities) and a director of Winfield Capital Corporation, a publicly traded small business investment company. Mr. Gordon has been a Director since November 1993.

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Steve S. Schwartzreich.....	Since 1973, Mr. Schwartzreich has been Vice President and a director of Nassau Suffolk Frozen Food Co., Inc., a distributor of frozen food, ice cream, and bakery products to retail stores. He is currently the Chairman and President of the Hunts Point Cooperative Market located in New York City. Mr. Schwartzreich has been a Director since November 1993.
William P. Carmichael.....	Mr. Carmichael is a certified public accountant and member of the Illinois State Bar. He was Senior Vice President & Chief Accounting Officer of Sara Lee Corporation from 1991 until his retirement in 1993. Mr. Carmichael is a director of several other companies, including Health O Meter Products, Inc., Cobra Electronics Corporation and The Golden Rule Insurance Company. Mr. Carmichael has been a director since 1995.
William J. Fox.....	Mr. Fox has been Executive Vice President and Chief Financial Officer of Revlon, Inc. and Revlon Consumer Products Corporation since their respective formations in 1992 and was elected as a Director in November 1995 and September 1994, respectively. He has been Executive Vice President and Chief Financial Officer of Revlon Holdings Inc. since November 1991 and a Vice President since 1987. He has been Senior Vice President of MacAndrews & Forbes Holdings Inc. since August 1990. Mr. Fox has been a director since December 1996.
Jack Futterman.....	Mr. Futterman is Chairman and Chief Executive Officer of the Pathmark Supermarket chain in March 1996. He joined Pathmark in 1973 as Vice President of its drugstore and general merchandise divisions and occupied a number of positions before becoming Chairman and Chief Executive Officer. Mr. Futterman is a registered pharmacist and former Chairman of the National Association of Chain Drugstores. He is a Director of Del Labs, Inc. as well as several not-for-profit organizations. Mr. Futterman has been a director since December 1996.
EXECUTIVE OFFICERS OF PARENT	
Irwin D. Simon.....	Director, President and Chief Executive Officer. For further information, see above.
Jack Kaufman.....	Chief Financial Officer, Treasurer and Assistant Secretary. During 1992 and part of 1993, Mr. Kaufman was a financial executive for JWP, Inc.
Benjamin Brecher.....	Vice President--Operations. Prior to November 1993, Mr. Brecher was an officer and director of Kineret Kosher Foods from 1974 until its acquisition by The Hain Food Group, Inc. in November 1993.
Ellen Deutsch.....	Senior Vice President--Sales and Marketing. Prior to May 1996, Ms. Deutsch was a principal of F&D Advertising Agency of Westbury, New York.

2. Directors and Executive Officers of the Purchaser. The following table sets forth the name, business address and present principal occupation or employment, and material occupations, positions, offices or employment for the past five years of each director and executive officer of the Purchaser. Each person listed is a director of the Purchaser. Unless otherwise indicated, each such person is a citizen of the United States of America, except for Mr. Simon, who is a citizen of Canada, and the business address of each such person is c/o The Hain Food Group, Inc., 50 Charles Lindbergh Boulevard, Uniondale, New York 11553.

NAME	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Irwin D. Simon.....	President. For further information, see paragraph 1 above.
Jack Kaufman.....	Secretary. For further information, see paragraph 1 above.
Bruce Lerit.....	Treasurer. Mr. Lerit is a certified public accountant and has been corporate controller of The Hain Food Group, Inc. since March 1995. From January 1994, until March 1995, he was controller of Rockbottom Stores, Inc. From April 1991, until January 1994, Mr. Lerit was controller of Entex, Inc.

Facsimile copies of the Letter of Transmittal, properly completed and duly executed, will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each stockholder of the Company or his broker, dealer, commercial bank or other nominee to the Depositary at one of its addresses set forth below.

The Depositary for the Offer is:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By Mail:	By Facsimile:	By Hand or Overnight Carrier:
2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department	(212) 509-5150	2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department

To confirm fax only:
(212) 509-4000, Ext. 535

Any questions or requests for assistance may be directed to the Information Agent at its telephone numbers and location listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent at its address and telephone numbers set forth below. You may also contact your broker, dealer, commercial bank or trust company or nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

MACKENZIE
PARTNERS, INC.

156 Fifth Avenue
New York, New York 10010
(212) 929-5500 (Call Collect)

or

CALL TOLL-FREE (800) 322-2885

Exhibit (a)(2)

LETTER OF TRANSMITTAL

TO TENDER SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

PURSUANT TO THE OFFER TO PURCHASE DATED SEPTEMBER 12, 1997

BY

HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY

OF

THE HAIN FOOD GROUP, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, OCTOBER 9, 1997 UNLESS THE OFFER IS EXTENDED

The Depositary for the Offer is:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By Mail:	By Facsimile:	By Hand or by Overnight Courier:
Continental Stock Transfer & Trust Company 2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department	(212) 509-5150	Continental Stock Transfer & Trust Company 2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department

To Confirm Facsimile Transmissions call:

(212) 509-4000, Ext. 535

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE THEREFOR PROVIDED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S)	SHARE CERTIFICATE(S) AND SHARES TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	SHARE CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY SHARE CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**

TOTAL SHARES

- ---

* Certificate numbers are not required if tender is made by book-entry transfer.

** Unless otherwise indicated, all Share Certificates delivered to the Depositary are being tendered. See Instruction 4.

This Letter of Transmittal is to be completed by stockholders either if certificates for Shares (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in Section 2 of the Offer to Purchase dated September 12, 1997 (the "Offer to Purchase")) is utilized, if tenders of Shares are to be made by book-entry transfer to an account maintained by Continental Stock Transfer and Trust Company (the "Depositary") at The Depository Trust Company ("DTC" or the "Book Entry Transfer Facility"), pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Stockholders who tender Shares by book-entry transfer are referred to herein as "Book-Entry Stockholders."

Any stockholder who desires to tender Shares and whose certificates representing such Shares (the "Share Certificates") are not immediately available or who cannot deliver their Share Certificates and all other required documents to the Depositary prior to the Expiration Date (as defined in the Offer to Purchase) or who cannot complete the procedures for book-entry transfer on a timely basis may tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 hereof. DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

[_]CHECK HERE IF SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:

Account Number: Transaction Code Number:

[_]CHECK HERE IF SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING. PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY.

Name(s) of Registered Holder(s):

Window Ticket Number (if any):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution which Guaranteed Delivery:

[_]CHECK HERE IF SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Account Number: Transaction Code Number:

LADIES AND GENTLEMEN:

The undersigned hereby tenders to Hain Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation ("Parent"), the above described shares of Common Stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at a price of $3.625 per Share net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together with the Offer to Purchase constitute the "Offer"). The undersigned understands that the Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its subsidiaries or affiliates, the right to purchase all or any portion of the Shares tendered pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms or conditions of any such extension or amendment), the undersigned hereby sells, assigns, and transfers to, or upon the order of, the Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby and any and all dividends on the Shares or any distribution (including, without limitation, the issuance of additional Shares pursuant to a stock dividend or stock split, the issuance of other securities or the issuance of rights for the purchase of any securities) with respect to the tendered Shares that is declared, paid or issued by the Company on or after September 11, 1997, and is payable or distributable to stockholders of record on a date prior to the transfer into the name of the Purchaser or its nominees or transferees on the Company's stock transfer records of the Shares purchased pursuant to the Offer (collectively, a "Distribution"), and constitutes and irrevocably appoints the Depositary the true and lawful agent, attorney-in-fact and proxy of the undersigned to the full extent of the undersigned's rights with respect to such Shares (and any Distributions), with full power of substitution (such power of attorney and proxy being deemed to be an irrevocable power coupled with an interest), to (a) deliver Share Certificates (and any Distributions), or transfer ownership of such Shares (and any Distributions), on the account books maintained by the Book-Entry Transfer Facility, together in either such case with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser upon receipt by the Depositary, as the undersigned's agent, of the purchase price, (b) present such Shares (and any Distributions) for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any Distributions), all in accordance with the terms and subject to the conditions set forth in the Offer.

The undersigned hereby irrevocably appoints Irwin D. Simon and Jack Kaufman, and each of them, or any other designees of the Purchaser, as attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to vote in such manner as each such attorney and proxy or his substitute shall, in his sole discretion, deem proper, and otherwise act (including pursuant to written consent) with respect to all of the Shares tendered hereby which have been accepted for payment by the Purchaser prior to the time of such vote or action (and any Distributions) which the undersigned is entitled to vote at any meeting of stockholders (whether annual or special and whether or not an adjourned meeting) of the Company, or by written consent in lieu of such meeting, or otherwise. This power of attorney and proxy is coupled with an interest in the Company and in the Shares and is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by the Purchaser in accordance with the terms of the Offer. Such acceptance for payment shall revoke, without further action, any other power of attorney or proxy granted by the undersigned at any time with respect to such Shares (and any Distributions) and no subsequent powers of attorney or proxies will be given (and if given will be deemed not to be effective) with respect thereto by the undersigned. The undersigned understands that the Purchaser reserves the absolute right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser is able to exercise full voting rights with respect to such Shares and other securities, including voting at any meeting of stockholders then scheduled.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any Distributions) and that when such Shares are accepted for payment and paid for by the Purchaser, the Purchaser will acquire good, marketable and unencumbered title thereto (and to any Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or the

Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any Distributions). In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of

the Purchaser any and all other Distributions issued to the undersigned on or after September 11, 1997 in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, the Purchaser shall be entitled to all rights and privileges as owner of any such Distributions, and may withhold the entire purchase price, or deduct from the purchase price of Shares tendered hereby, the amount or value thereof, as determined by the Purchaser in its sole discretion.

All authority herein conferred or herein agreed to be conferred shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. Except as otherwise provided in the Offer to Purchase, tenders of Shares made pursuant to the Offer are irrevocable.

The Purchaser's acceptance of validly tendered Shares will constitute a binding agreement between the undersigned and the Purchaser with respect to such Shares upon the terms and subject to the conditions set forth in the Offer. The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, the Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price of all Shares purchased and/or return any Share Certificates evidencing Shares not tendered or not purchased in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any Share Certificates evidencing Shares not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that either of the "Special Delivery Instructions" or the "Special Payment Instructions" boxes are completed, please issue the check for the purchase price of all Shares purchased and/or return any Share Certificates evidencing Shares not tendered or not purchased in the name(s) of, and deliver said check and/or return certificates to, the person(s) so indicated. Unless otherwise indicated in this Letter of Transmittal under "Special Payment Instructions," in the case of a book-entry delivery of Shares, please credit the account maintained by the undersigned at the Book-Entry Facility indicated above with respect to any Shares not purchased. The undersigned recognizes that the Purchaser has no obligation pursuant to the "Special Payment Instructions" to transfer any Shares from the name(s) of the registered holder(s) thereof if the Purchaser does not accept for payment any of such Shares.

[_] CHECK HERE IF ANY OF THE CERTIFICATES EVIDENCING SHARES THAT YOU OWN HAVE BEEN LOST OR DESTROYED AND SEE INSTRUCTION 11.

Number of Shares represented by the lost or destroyed certificates: _____

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if Share Certificates not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry transfer that are not purchased are to be returned by credit to an account maintained at the Book-Entry Transfer Facility, other than to the account indicated above.

Issue check and/or Share Certificates to:

Name: _____
(PLEASE TYPE OR PRINT)

_____
Address: _____
_____
_____
(INCLUDE ZIP CODE)

_____
(TAX IDENTIFICATION OR SOCIAL SECURITY NO.)

(ALSO COMPLETE SUBSTITUTE FORM W-9)

Credit unpurchased Shares delivered by book-entry transfer to the Book-Entry Transfer Facility account set forth below:

_____
(DTC ACCOUNT NUMBER)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if Share Certificates not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be sent to someone other than the undersigned, or to the undersigned, at an address other than that shown under "Description of Shares Tendered."

Mail check and/or Share Certificates to:

Name: _____
(PLEASE PRINT)
Address: _____

_____
_____
(INCLUDE ZIP CODE)

_____
(TAX IDENTIFICATION OR SOCIAL SECURITY NO.)

IMPORTANT
STOCKHOLDERS: SIGN HERE
(PLEASE COMPLETE SUBSTITUTE FORM W-9)

.....
.....
(SIGNATURE(S) OF HOLDER(S))
Dated: 1997

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on the Share Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity for the registered holder(s), please provide the necessary information. See Instruction 5 hereof.)

Name(s):.....
(PLEASE PRINT)

Capacity (full title):.....

Address:.....

.....

.....
(INCLUDE ZIP CODE)

Area Code and Telephone Number:.....

Tax Identification or
Social Security No.: .....
(COMPLETE SUBSTITUTE FORM W-9)

GUARANTEE OF SIGNATURE(S) (IF REQUIRED--SEE INSTRUCTIONS 1 AND 5 HEREOF)

Authorized Signature:.....
Name: .....
(PLEASE PRINT)

Name of Firm:.....

Address:.....

.....

.....
(INCLUDE ZIP CODE)

Area Code and Telephone Number:.....
Dated: 1997

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. All signatures on this Letter of Transmittal must be guaranteed by a firm which is a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program (each, an "Eligible Institution"), unless (i) this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) of the Shares tendered hereby, and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on this Letter of Transmittal or (ii) such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES. This Letter of Transmittal is to be used either if Share Certificates are to be forwarded herewith or, unless an Agent's Message (as defined in Section 2 of the Offer to Purchase) is utilized, if tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates, or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein prior to the Expiration Date. Any stockholder who desires to tender Shares and whose Share Certificates are not immediately available or who cannot deliver their Share Certificates and all other required documents to the Depositary prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Purchaser, must be received by the Depositary prior to the Expiration Date; and (iii) the Share Certificates or a Book-Entry Confirmation representing all tendered Shares, in proper form for transfer together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within four NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery. If Share Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) must accompany each such delivery. A "NASDAQ trading day" is any day on which The Nasdaq Stock Market, Inc.'s National Market is open for business.

THE METHOD OF DELIVERY OF SHARE CERTIFICATES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND SOLE RISK OF THE TENDERING STOCKHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or a manually signed facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. INADEQUATE SPACE. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares and any other required information should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. PARTIAL TENDERS (NOT APPLICABLE TO STOCKHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER). If fewer than all the Shares evidenced by any certificate submitted are to be tendered, fill in the number of Shares which are to be tendered in the

box entitled "Number of Shares Tendered." In such case, new certificate(s) for the remainder of the Shares that were evidenced by your old certificate(s) will be sent to you, unless otherwise provided in the appropriate box marked "Special Payment Instructions" and/or "Special Delivery Instructions" on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any tendered Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

When this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of certificates or separate stock powers are required unless payment is to be made, or a Share Certificate for Shares not accepted for payment or not tendered is to be returned, to a person other than the registered holder(s), in which case, the Share Certificate must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such certificates. Signatures on such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares listed, the certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates, with the signature on such certificate or stock power guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity for the registered holder(s), such persons should so indicate when signing, and proper evidence satisfactory to the Purchaser of their authority so to act must be submitted.

6. STOCK TRANSFER TAXES. Except as set forth in this Instruction 6, the Purchaser will pay or cause to be paid any stock transfer taxes with respect to the transfer and sale of purchased Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if certificates for Shares not tendered or purchased are to be registered in the name of, any person other than the registered holder(s), or if tendered certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such other person or otherwise) payable on account of the transfer to such other person will be deducted from the purchase price of such Shares purchased, unless evidence satisfactory to the Purchaser of the payment of such taxes or exemption therefrom is submitted.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check for the purchase price of any Shares tendered hereby is to be issued in the name of and/or certificates for unpurchased Shares are to be returned to a person other than the signer of this Letter of Transmittal or if a check is to be sent and/or such certificates are to be returned to someone other than the signer of this Letter of Transmittal or to the signer of this Letter of Transmittal but at an address other than that shown under "Description of Shares Tendered," the appropriate boxes on this Letter of Transmittal should be completed. If no such instructions are given, such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated above. See Instruction 1.

8. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for assistance may be directed to the Information Agent at its address or telephone number set forth below. Requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be directed to the Information Agent or to brokers, dealers, commercial banks or trust companies.

9. 31% BACKUP WITHHOLDING; SUBSTITUTE FORM W-9. Each tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify, under penalties of perjury, that such number is correct and that such stockholder is not subject to backup withholding of federal income tax. If a tendering stockholder has been notified by the Internal Revenue Service that such stockholder is subject to backup withholding, such stockholder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such stockholder has since been notified by the Internal Revenue Service that such stockholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to 31% federal income tax withholding on the payment of the purchase price of all Shares purchased from such stockholder. If the tendering stockholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such stockholder should check the box in Part III of the Substitute Form W-9 and sign and date both the Substitute Form W-9 and the "Certificate of Awaiting Taxpayer Identification." If the box in Part III for "Awaiting TIN" is checked and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% on all payments of the purchase price to such stockholder until a TIN is provided to the Depositary.

10. WAIVER OF CONDITIONS. Subject to the terms of the Offer, Purchaser reserves the right to waive any of the specified conditions of the Offer, in whole or in part, in the case of any Shares tendered.

11. LOST, DESTROYED OR STOLEN CERTIFICATES. If any certificate(s) representing Shares has been lost, destroyed or stolen, the stockholder should promptly notify the Depositary. The stockholder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed. In certain cases it may not be possible to complete the procedures for replacing lost or destroyed certificates prior to the Expiration Date.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A FACSIMILE COPY HEREOF), PROPERLY COMPLETED AND DULY EXECUTED, OR AN AGENT'S MESSAGE IN THE CASE OF A BOOK-ENTRY DELIVERY, TOGETHER WITH CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS, OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under current federal income tax law, a stockholder whose tendered Shares are accepted for payment is required to provide the Depositary (as payer) with such stockholder's correct TIN on Substitute Form W-9 below. If such stockholder is an individual, the TIN is his social security number. If the tendering stockholder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the stockholder should so indicate on the Substitute Form W-9. See Instruction 9. If the Depositary is not provided with the correct TIN, the stockholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to the stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup federal income tax withholding at a 31% rate.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholdings and reporting requirements and should indicate their status by writing "exempt" across the face of, and by signing and dating, the Substitute Form 9-W. In order for a foreign individual to qualify as an exempt recipient, that stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Forms for such statements can be obtained from the Depositary. See the enclosed Guidelines for Certificates of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the stockholder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup federal income tax withholding with respect to payment of the purchase price for Shares purchased pursuant to the Offer, a stockholder must provide the Depositary with his correct TIN by completing the Substitute Form W-9 below, certifying that the TIN provided on Substitute Form W-9 is correct (or that the stockholder is awaiting a TIN) and that (1) the stockholder has not been notified by the Internal Revenue Service that he is subject to backup withholding as a result of a failure to report all interest or dividends or (2) the Internal Revenue Service has notified the stockholder that he is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The stockholder is required to give the Depositary the Social Security Number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are registered in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report.

TO BE COMPLETED BY ALL TENDERING STOCKHOLDERS
(SEE INSTRUCTION 9)

PAYER'S NAME: CONTINENTAL STOCK TRANSFER & TRUST COMPANY

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE	PART I--PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	PART III-- ---------- Social Security Number OR ---------- Employee ID Number (If awaiting TIN write "Applied For")

PART II--FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING, SEE THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 AND COMPLETE AS INSTRUCTED THEREIN.

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

Certifications--Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions--You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such item (2). (Also see instructions in the enclosed Guidelines.)

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE BOX IN PART III OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a Taxpayer Identification Number has not been issued to me, and either (1) I have mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a Taxpayer Identification Number by the time of payment, 31% of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide the Depositary a Taxpayer Identification

Number within sixty (60) days.

Signature: Date:

Questions and requests for assistance may be directed to the Information Agent at its address and telephone number listed below. Additional copies of the Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

MACKENZIE
PARTNERS, INC.

156 Fifth Avenue
New York, New York 10010
(212) 929-5500 (call collect)

or

CALL TOLL-FREE (800) 322-2885

Exhibit (a)(3)

NOTICE OF GUARANTEED DELIVERY

FOR

TENDER OF SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

(NOT TO BE USED FOR SIGNATURE GUARANTEES)

This Notice of Guaranteed Delivery or one substantially equivalent hereto must be used to accept the Offer (as defined below) if certificates representing shares of common stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach Continental Stock Transfer & Trust Company (the "Depositary") prior to the Expiration Date (as defined in the Offer to Purchase dated September 12, 1997 (the "Offer to Purchase")), or the procedures for book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand, facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer Is:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By Mail:	By Facsimile Transmission:	By Hand or By Overnight Courier:
Continental Stock Transfer & Trust Company 2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department	(212) 509-5150	Continental Stock Transfer & Trust Company 2 Broadway (19th Floor) New York, New York 10004 Attn: Reorganization Department

To Confirm Facsimile Transmission, call:

(212) 509-4000, Ext. 535

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY OR ONE SUBSTANTIALLY EQUIVALENT HERETO, PROPERLY COMPLETED AND DULY EXECUTED, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE INSTITUTION" UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to the Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED

Ladies and Gentlemen:

The undersigned hereby tenders to Hain Acquisition Corp., a Delaware corporation (the "Purchaser"), and a wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation (the "Parent"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), and in the related Letter of Transmittal (which together constitute the "Offer"), receipt of each of which is hereby acknowledged, the number of Shares indicated below pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

Number of Shares:
Shares _____
Certificate No(s). (if available): ___
_____
_____

Name(s) of Record Holder(s): _____
_____
_____
Address(es): _____
_____
_____

[_Check]here if Share(s) will be tendered by book-entry transfer made to an account maintained by the Depositary with The Depository Trust Company and complete the following:

Area Code and Telephone Number(s): ___
_____

Signature(s): _____
_____
_____

Account Number: _____

THE GUARANTEE BELOW MUST BE COMPLETED

Date: _____

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, and guarantees the delivery to the Depositary of the Shares tendered hereby, together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), and any other required documents or an Agent's message (as defined in the Offer to Purchase) in the case of a book-entry delivery of Shares, all within four NASDAQ trading days after the date hereof.

_____
Name of Firm

_____
(Authorized Signature)

_____
Address

Title: _____

_____

Name: _____

Area Code and Tele. Number: _____

_____
(Please type or print)

Date: _____

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES FOR SHARES SHOULD ONLY BE SENT TOGETHER WITH YOUR LETTER OF TRANSMITTAL.

Exhibit (a)(4)

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

AT
$3.625 NET PER SHARE

BY

HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
THE HAIN FOOD GROUP, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON OCTOBER 9, 1997, UNLESS THE OFFER IS EXTENDED.

September 12, 1997

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We have been appointed by Hain Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation ("Parent"), to act as Information Agent in connection with the Purchaser's offer to purchase all outstanding shares of common stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at a purchase price of $3.625 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), and in the related Letter of Transmittal (which together constitute the "Offer") enclosed herewith. The Offer is being made in connection with the Agreement and Plan of Merger, dated September [11], 1997 among the Parent, Purchaser, and the Company (the "Merger Agreement"). Holders of Shares whose certificates for such Shares (the "Share Certificates") are not immediately available, or who cannot deliver their Share Certificates and all other required documents to the Depositary (as defined below) prior to the Expiration Date (as defined in the Offer to Purchase) or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares registered in your name or in the name of your nominee.

The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer a number of Shares which constitutes at least a majority of the Shares outstanding on a fully diluted basis. The Offer is also subject to other terms and conditions which are set forth in the Offer to Purchase.

Enclosed herewith for your information and forwarding to your clients are copies of the following documents:

1. The Offer to Purchase.

2. The Letter of Transmittal to tender Shares for your use and for the information of your clients. Manually signed facsimile copies of the appropriate Letter of Transmittal may be used to tender Shares.

3. The Notice of Guaranteed Delivery for Shares to be used to accept the Offer if Share Certificates are not immediately available or time will not permit all required documents to reach Continental Stock Transfer & Trust

Company (the "Depositary") prior to the Expiration Date, or the procedures for book-entry transfer cannot be completed on a timely basis.

4. A printed form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

5. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9.

6. A return envelope addressed to the Depositary.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, OCTOBER 9, 1997, UNLESS THE OFFER IS EXTENDED.

In order to accept the Offer, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry transfer of Shares and any other documents required by the Letter of Transmittal should be sent to the Depositary and either Share Certificates evidencing the tendered Shares should be delivered to the Depositary or Shares should be tendered by book-entry transfer into the Depositary's account maintained at one of the Book Entry Facilities (as described in the Offer to Purchase), all in accordance with the instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If holders of Shares wish to tender Shares pursuant to the Offer and such holders' Share Certificates are not immediately available or time will not permit all required documents to reach the Depositary prior to the Expiration Date or the procedures for book-entry transfer cannot be completed on a timely basis, such Shares may nevertheless be tendered by following the guaranteed delivery procedures specified in Section 3 of the Offer to Purchase.

Neither the Purchaser, the Parent, nor any officer, director, stockholder, agent or other representative of the Purchaser will pay any commissions or fees to any broker, dealer or other person other than the Depositary and the Information Agent, as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse you for customary clerical and mailing expenses incurred by you in forwarding any of the enclosed materials to your clients. The Purchaser will pay or cause to be paid any stock transfer taxes payable on the transfer of Shares to it, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed material may be obtained by contacting the undersigned at (800) 322-2885 (toll-free) or (212) 929-5500 (call collect).

Very truly yours,

MacKenzie Partners, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON THE AGENT OF THE PARENT, PURCHASER, THE COMPANY, THE DEPOSITARY OR THE INFORMATION AGENT, OR ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENT OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE OFFER TO PURCHASE AND THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

Exhibit (a)(5)

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

AT
$3.625 NET PER SHARE

BY

HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
THE HAIN FOOD GROUP, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, OCTOBER 9, 1997, UNLESS THE OFFER IS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer") relating to the offer by Hain Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at a purchase price of $3.625 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of September 11, 1997, among the Parent, Purchaser and the Company (the "Merger Agreement").

WE ARE (OR OUR NOMINEE IS) THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request instructions as to whether you wish to have us tender any or all Shares held by us for your account, upon the terms and conditions set forth in the Offer.

Please note the following:

1. The tender price is $3.625 per Share, net to you in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer.

2. The Offer is being made for all outstanding Shares.

3. The Board of Directors of the Company has approved the Offer and the Merger (as defined in the Offer to Purchase) and has determined that the terms of the Offer and the Merger are fair to and in the best interests of the stockholders of the Company, and recommends that stockholders accept the Offer and tender their Shares pursuant to the Offer.

4. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on October 9, 1997, unless the Offer is extended.

5. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer a number of Shares which constitutes at least a majority of the Shares outstanding on a fully diluted basis.

6. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, subject to Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares by the Purchaser pursuant to the Offer. However, backup federal income tax withholding at a rate of 31% may be required, unless an exemption applies or unless the required taxpayer identification information is provided. See Instruction 9 of the Letter of Transmittal.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form contained in this letter. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the back page of this letter. An envelope to return your instructions to us is enclosed. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US AS SOON AS POSSIBLE TO ALLOW US AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION OF THE OFFER.

The Offer is made solely by the Offer to Purchase and the related Letter of Transmittal. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares residing in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue-sky or other laws of such jurisdiction. In any jurisdiction where securities, blue-sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Purchaser by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

INSTRUCTION WITH RESPECT TO THE OFFER TO PURCHASE FOR CASH ALL OUTSTANDING SHARES OF COMMON STOCK

OF

WESTBRAE NATURAL, INC.

BY

HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF THE HAIN FOOD GROUP, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer") in connection with the offer by Hain Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of The Hain Food Group, Inc., a Delaware corporation (the "Parent"), to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at a purchase price of $3.625 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or if no number is indicated below, all Shares) which are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

Number of Shares To Be Tendered:* Shares

Dated: , 1997

- -------

* Unless otherwise indicated, it will be assumed that you instruct us to tender all Shares held by us for your account.

- ---

SIGN HERE

Signature(s)

Print Name(s)

Address(es)

Area Code and Telephone Number(s)

Taxpayer Identification or
Social Security Number(s)

Exhibit (a)(6)

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.-- Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF--
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7.a The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
8. Sole proprietorship account	The owner(4)

FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER OF--
9. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
10. Corporate account	The corporation
11. Religious, charitable,	The organization

	or educational organization account	
12.	Partnership account held in the name of the business	The partnership
13.	Association, club, or other tax-exempt organization	The organization
14.	A broker or registered nominee	The broker or nominee
15.	Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

---

(1) List first and circle the name of the person whose number you furnish.
(2) Circle the minor's name and furnish the minor's social security number.
(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
(4) Show the name of the owner.
(5) List first and circle the name of the legal trust, estate or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE.--Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Beginning January 1, 1993, payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.--If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS.--If you fail to

include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an under-payment attributable to that failure unless there is clear and convincing evidence to the contrary.

(3) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.--If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(4) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

EXHIBIT (a)(7)

[LETTERHEAD OF MACKENZIE PARTNERS, INC.]

The records of the transfer agent of Westbrae Natural, Inc. ("Westbrae") indicate that you have not previously exchanged your Vestro Natural Foods, Inc. ("Vestro") share certificate for shares of Westbrae, either in accordance with the June 1997 name change, pursuant to which Vestro became Westbrae or, in some cases, the January 1994 one-for-ten reverse stock split.

Enclosed you will find documents relating to an offer to purchase Westbrae by Hain Acquisition Corp. and The Hain Food Group, Inc. (together, "Hain"). You may participate in this tender offer using your Vestro share certificate and completing the letter of transmittal along with any other required documents.

Please Note: If your Vestro share certificate was issued prior to the January 1994 one-for-ten reverse stock split, share amounts represented on such certificates will be converted by the depositary, Continental Stock Transfer & Trust Company, at the reverse stock split ratio of one-for-ten, to determine the purchase price. For example, if you hold such a certificate for 100 shares, the depositary will convert that to 10 shares of Westbrae and you will receive $36.25 based on the $3.625 net per share offer from Hain.

The offer is fully explained in the enclosed materials. However, should you have any questions, you may call MacKenzie Partners, Inc., who is acting as information agent for the offer, at (800) 322-2885 (Toll Free) or (212) 929-5500 (call collect).

Exhibit (a)(8)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase dated September 12, 1997 and the related Letter of Transmittal, and is being made to all holders of Shares. The Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If the Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, the Purchaser will make a good faith effort to comply with such state statute. If after such good faith effort, the Purchaser cannot comply with such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
WESTBRAE NATURAL, INC.
AT
$3.625 NET PER SHARE
BY
HAIN ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
THE HAIN FOOD GROUP, INC.

Hain Acquisition Corp., a Delaware corporation (the "Purchaser"), and a wholly owned subsidiary of The Hain Food Group Inc., a Delaware corporation ("Parent"), is offering to purchase all outstanding shares of the common stock, par value $.01 per share (the "Shares"), of Westbrae Natural, Inc., a Delaware corporation (the "Company"), at $3.625 per Share net to the seller in cash, without any interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 12, 1997 (the "Offer to Purchase") and in the related Letter of Transmittal (which together constitute the "Offer"). Following the Offer, the Purchaser intends to effect the Merger (as defined below).

- ---

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, OCTOBER 9, 1997, UNLESS THE OFFER IS EXTENDED.

- ---

The Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn prior to the Expiration Date (as defined in the Offer to Purchase) a number of shares of the Company which represents at least a majority of the total number of shares outstanding on a fully diluted basis (the "Minimum Condition") and (ii) Parent obtaining, prior to the expiration of the Offer, sufficient financing, on terms reasonably acceptable to Parent, to enable the consummation of the Offer and the Merger. The Purchaser estimates that approximately 3,479,732 shares will need to be validly tendered (and not validly withdrawn) to satisfy the Minimum Condition.

The Offer is being made pursuant to an Agreement and Plan of Merger dated as of September 11, 1997 (the "Merger Agreement"), by and among the Parent, the Purchaser and the Company. The Merger Agreement provides that, following the satisfaction or waiver of the conditions to the Offer, the Purchaser will accept for payment, in accordance with the terms of the Offer, all Shares validly tendered pursuant to the Offer as soon as practicable after the Expiration Date. After the completion of the Offer, the Purchaser and the Company will merge (the "Merger") and each Share then outstanding (other than Shares held by the Parent, the Purchaser, the Company or any direct or indirect subsidiary of the Parent, the Purchaser or the Company, and Shares with respect to which dissenter's rights under the Delaware General Corporation Law, as amended, are properly exercised) will be converted upon effectiveness of the Merger (the "Effective Time") into the right to receive $3.625 in cash, without any interest. Following the consummation of the Merger, the Company will continue as the surviving corporation and will be a wholly owned subsidiary of the Parent.

The Board of Directors of the Company has unanimously approved the Offer, the Merger and the Merger Agreement, has determined that the terms of the Offer, the Merger and the Merger Agreement are fair to and in the best interests of the stockholders of the Company and recommends that stockholders accept the Offer and tender their shares pursuant to the Offer.

Simultaneously with entering into the Merger Agreement, the Parent entered into a Stockholders Agreement (the "Stockholders Agreement") with certain stockholders of the Company (the "Tendering Stockholders"). Pursuant to the Stockholders Agreement, each Tendering Stockholder has agreed to tender (and not withdraw) pursuant to the Offer and before the Expiration Date all of the Shares owned of record or beneficially by such Tendering Stockholder on the date of the Stockholders Agreement, together with any Shares acquired by any such Tendering Stockholder prior to the termination of the Stockholders Agreement. As of the date hereof, the Tendering Stockholders beneficially own 4,098,654 outstanding shares or approximately 68.9% of all outstanding Shares (71.0% of the outstanding Shares on a fully diluted basis). Assuming compliance with the Stockholders Agreement, the Minimum Condition will be satisfied.

The Offer is subject to certain conditions set forth in the Offer to Purchase. If any such condition is not satisfied prior to the time of payment for any Shares, the Purchaser may (i) terminate the Offer and return all tendered Shares to tendering stockholders, (ii) extend the Offer and, subject to withdrawal rights as set forth below, retain all such Shares until the expiration of the Offer as so extended, (iii) waive such condition and, subject to any requirement to extend the period of time during which the Offer is open, purchase all Shares validly tendered by the Expiration Date and not withdrawn, or (iv) delay acceptance for payment of or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions of the Offer.

For purposes of the Offer, the Purchaser shall be deemed to have accepted for payment (and thereby purchased) tendered Shares as, if and when the Purchaser gives oral or written notice to Continental Stock Transfer & Trust Company (the "Depositary") of the Purchaser's acceptance of such Shares for payment pursuant to the Offer. Payment for Shares purchased pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from the Purchaser and transmitting payments to tendering stockholders. The Purchaser will not, under any circumstances, pay interest on the purchase price, regardless of any delay in making such payment. In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing the Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) and (iii) any other documents required by the Letter of Transmittal.

The Purchaser expressly reserves the right, in its sole discretion, at any time and from time to time, to extend the period of time during which the Offer is open (but subject to the terms and conditions of the Merger Agreement) by giving oral or written notice of such extension to the Depositary. Any such extension will be followed, as soon as practicable, by public announcement thereof, no later than 9:00 a.m. New York City time, on the next business day after the previously scheduled Expiration Date.

Tenders of Shares made pursuant to the Offer will be irrevocable, except that Shares tendered may be withdrawn at any time prior to the Expiration Date and, unless previously accepted for payment, may also be withdrawn after November 10, 1997. If the Purchaser is delayed in its acceptance or purchase of or payment for Shares or is unable to purchase or pay for Shares for any reason, then, without prejudice to the Purchaser's rights, tendered Shares may be retained by the Depositary on behalf of the Purchaser and may not be withdrawn except as described in the Offer to Purchase.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses specified on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and, if certificates representing such Shares have been delivered or otherwise identified to the Depositary, the name(s) in which such certificate(s) is (are) registered, if different from the name of the person tendering such Shares. If certificates have been delivered or otherwise identified to the Depositary, then prior to the physical release of such certificates, the tendering stockholder must also submit the serial numbers shown on the particular certificates evidencing such Shares and the signature on the notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office, branch or agency in the United States or any other institution that is a member of the Medallion Signature Guaranty Program. If Shares have been tendered pursuant to the procedure for book-entry tender set forth in the Offer to Purchase, the notice of withdrawal must specify the name and account number(s) of the account(s) at the Book-Entry Transfer Facility to

be credited with the withdrawn Shares. All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination shall be final and binding.

The information required to be disclosed by Rule 14d-6(e)(1)(vii) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares and will be furnished to brokers, dealers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and the related Letter of Transmittal contain important information which should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance or for additional copies of the Offer to Purchase and the related Letter of Transmittal and other tender offer materials may be directed to the Information Agent at its telephone numbers and location as set forth below, and copies will be furnished promptly at the Purchaser's expense. The Purchaser will not pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

MacKenzie
Partners, Inc.

156 Fifth Avenue
New York, New York 10010
(212) 929-5500 (Call Collect)
or
CALL TOLL-FREE (800) 322-2885

September 12, 1997

EXHIBIT (b)(1)

[IBJ LETTERHEAD]

September 11, 1997

The Hain Food Group, Inc.
50 Charles Lindbergh Boulevard
Uniondale, New York 11553

Attention: Mr. Irwin D. Simon
President

Ladies and Gentlemen:

The Hain Food Group, Inc, (the "Borrower") has advised IBJ Schroder Bank & Trust Company ("IBJS") that it intends to (a) acquire 100% of the outstanding capital stock of Westbrae Natural, Inc. ("Westbrae"), (b) retire all existing stock options of Westbrae for up to $2,200,000, (c) refinance all of the Borrower's existing indebtedness to IBJS, and (d) refinance existing indebtedness of Westbrae in an amount of up to $2,600,000 (collectively, the "Transaction"). You have requested IBJS to provide the $40,000,000 senior credit facilities (collectively, the "Credit Facilities") required to finance the Transaction, to pay fees and expenses directly related to the Transaction which are acceptable to IBJS, to finance the continuing working capital requirements of the Borrower and its subsidiaries from and after the Transaction and to finance in part future acquisitions to be made by the Borrower and its subsidiaries (subject to certain terms and restrictions).

IBJS is pleased to confirm its willingness to provide the Credit Facilities. Although IBJS is committing to provide all of the Credit Facilities on the terms set forth in the Memorandum of Terms and Conditions and the separate confidential Fee Letter referred to below, IBJS may act as agent for a syndicate of financial institutions (together with IBJS, the "Lenders") to provide all or a portion of the Credit Facilities.

Attached to this letter is a Memorandum of Terms and Conditions (the "Memorandum of Terms and Conditions") and separately enclosed is a confidential fee letter (the "Fee Letter") setting forth the principal terms and conditions on and subject to which IBJS is willing to make the Credit Facilities available.

It is agreed that IBJS will act as the sole agent for, and sole arranger and syndication manager of, the Credit Facilities and that no additional agents or co-agents or arrangers will be appointed without the prior written consent of IBJS.

You agree to assist IBJS in forming any such syndicate and to provide IBJS and the other Lenders, promptly upon request, with all information deemed necessary by them to complete successfully the syndication, including, but not limited to, (a) an information package for delivery to potential syndicate members and participants and (b) all information and projections prepared by you or your advisers relating to the transactions described herein. You agree to coordinate any other financings by the Borrower or any of its affiliates with the Lenders' syndication effort and to refrain from any such financings during such syndication process unless otherwise agreed to by IBJS. You further agree to make appropriate officers and representatives of the Borrower and its subsidiaries available to participate in information meetings for potential syndicate members and participants at such times and places as IBJS

may reasonably request.

You represent, warrant and covenant that:

(1) all information which has been or is hereafter made available to IBJS by you or any of your representatives in connection with the transactions contemplated hereby is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made; and

(2) all financial projections that have been or are hereafter prepared by you and are available to IBJS or any other participants in the Credit Facilities have been or will be prepared in good faith based upon reasonable assumptions.

You agree to supplement the information and projections referred to in clauses (1) and (2) above from time to time until completion of the syndication of the Credit Facilities so that the representations and warranties in the preceding sentence remain correct. In arranging and syndicating the Credit Facilities, IBJS will use and rely on such information and projections without independent verification thereof.

In connection with the syndication of the Credit Facilities, IBJS may, in its discretion, allocate to other Lenders portions of any fees and other compensation payable to IBJS in connection with the Credit Facilities. You agree that no Lender will give any compensation of any kind for its participation in the Credit Facilities, except as expressly provided for in this letter.

We have reviewed certain historical and pro forma financial statements of the Borrower and Westbrae delivered by the Borrower. We and our counsel have not had the opportunity to complete our review of the assets and liabilities (including contingent liabilities) of the Borrower, Westbrae and respective subsidiaries, their business and operations and the proposed organization and capital structure of the Borrower and its subsidiaries after the Transaction. Our willingness to provide the financing described in this letter is subject to our satisfactory completion of such review and our continuing satisfaction herewith. If our continuing review of materials about the Borrower, Westbrae and their respective subsidiaries discloses information, or we otherwise discover information not previously disclosed to us, which we believe has or could have a material adverse effect on business, operations, property, condition (financial or otherwise) or prospects of the Borrower and its subsidiaries, token as a whole, Westbrae and its subsidiaries, taken as a whole, or the Transaction, we, in our sole discretion, may suggest alternative financing amounts or structures or decline to participate in the proposed financing.

IBJS's commitment hereunder is subject to the negotiation, execution and delivery prior to October 31, 1997 of definitive documentation with respect to the Credit Facilities satisfactory in form and substance to IBJS and its counsel, and shall be prepared by such counsel. Such documentation shall contain the terms and conditions set forth in the Memorandum of Terms and Conditions and such other indemnities, covenants, representations and warranties, events of default, conditions precedent, security arrangements

and other terms and conditions as shall be satisfactory in all respects to IBJS. The terms and conditions of IBJS's commitment hereunder and of the Credit Facilities are not limited to the terms and conditions set forth herein and in the Memorandum of Terms and Conditions, and matters which are not covered by the provisions of this letter and the Memorandum of Temps and Conditions are subject to the approval of IBJS and its counsel.

The costs and expenses (including, without limitation, the fees and expenses of counsel to IBJS and IBJS's syndication and other out-of-pocket expenses) arising in connection with the preparation, execution and delivery of this letter and the definitive financing agreements shall be for your account. You further agree to indemnify and hold harmless each Lender (including IBJS) and each director, officer, employee, affiliate and agent thereof (each, an "indemnified person") ---------- ------ against, and to reimburse each indemnified person, upon its demand, for, any losses, claims, damages, liabilities or other expenses ("Losses") to which such ------ indemnified person may become subject insofar as such Losses arise out of or in any way relate to or result from the Transaction, this letter or financing contemplated hereby, including, without limitation, Losses consisting of legal or other expenses incurred in connection with investigating, defending or participating in any legal proceeding relating to any of the foregoing (whether or not such indemnified person is a party thereto); that the foregoing will not apply to any Losses to the extent they result are found by a final decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such indemnified person. In addition, should any indemnified person be involved (whether as party, witness or otherwise) in any litigation or other proceeding in connection with the transactions contemplated hereby, you agree to compensate such indemnified party in an amount equal to its customary per diem charges for each day that such indemnified party is involved in preparation, discovery proceedings or testimony pertaining to any such litigation or other proceedings. Your obligations under this paragraph shall remain effective whether or not definitive financing documentation is executed and notwithstanding any termination of this letter. Neither IBJS nor any other indemnified person shall be responsible or liable to any other person for consequential damages which may be alleged as a result of IBJS's letter or the financing contemplated hereby.

By executing this letter, you acknowledge that this letter, the Fee Letter and, with respect to the Deposit referred to in the proposal letter from IBJS to you dated September 4, 1997 (the "Proposal Letter"), the Proposal Letter, are the only agreements between you and IBJS with respect to the Credit Facilities and set forth the entire understanding of the parties with respect thereto. Neither this letter, the Fee Letter nor the Proposal Letter may be changed except pursuant to a writing signed by each of the parties hereto. To the extent of any conflict between this letter and the Proposal Letter (including any attachments thereto), this letter shall control. This letter and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

This letter is delivered to you on the understanding that neither this letter, the Proposal Letter, the Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person except to your employees, agents and advisers who are directly involved in the consideration of this matter or as disclosure may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law.

If you are in agreement with the foregoing, please sign and return to IBJS the enclosed copies of this letter and the Fee Letter no later than 5 pm, New York time, on September 12, 1997. This offer shall terminate at such time unless prior thereto we shall have received signed copies of this letter, the Fee Letter and payment of the amount due under the Fee Letter.

This letter, the Memorandum of Terms and Conditions and the Fee Letter supersede in their entirety the letter and Memorandum of Terms and Conditions of IBJS, dated September 8, 1997.

We look forward to working with you on this transaction.

Very truly yours,

IBJ SCHRODER BANK & TRUST COMPANY

By: /s/ Michael Graham

Title: Director

Accepted and agreed to as of
the date first above written:

THE HAIN FOOD GROUP, INC.

By: /s/ Irwin D. Simon

Title: President and Chief
Executive Officer

MEMORANDUM OF TERMS & CONDITIONS

SEPTEMBER 11, 1997

BORROWER: The Hain Food Group, Inc.

GUARANTORS: Hain Pure Food Co., Inc.
Kineret Foods Corporation
Any other current or future subsidiaries of the Borrower

TOTAL FACILITY: $ 40,000,000

TYPE & AMOUNT OF FINANCING: FACILITY A: $30,000,000 Secured Term Loan
FACILITY B: $10,000,000 Secured Revolving Credit

AGENT: IBJ SCHRODER BANK & TRUST COMPANY ("IBJS")

LENDERS: IBJS and other institutions selected by IBJS prior to or after the Closing Date

CLOSING DATE: No later than October 31, 1997

TERM/ MATURITY: The final maturity of Facility A will be six years from the Closing Date.
The final maturity of Facility B will be six years from the Closing Date.

PURPOSE: FACILITY A: To (a) acquire 100% of the outstanding capital stock of Westbrae Natural, Inc. ("Westbrae"), (b) retire all existing stock options of Westbrae for up to $2,200,000, (c) refinance all existing indebtedness to IBJS, (d) refinance existing indebtedness of Westbrae of no more than $2,600,000 and (e) pay up to $1,200,000 of fees and expenses related to the transaction contemplated herein. To the extent that the facility is utilized to finance the tender offer for all of the capital stock of Westbrae, IBJS will be entitled to structure the facility in a manner appropriate for a margin stock lending.

FACILITY B: To (a) provide for ongoing working capital needs and (b) fund a portion of the purchase price of companies to be acquired subject to certain terms and conditions limited to $4,000,000 in aggregate revolving indebtedness throughout the term of the facility. (See Acquisition Restrictions below.) Note that amounts utilized for acquisitions shall be repaid with payments calculated on

a five year straight line basis payable over the remaining life of the Facility. The first payment on any such borrowing shall be due on the last day of the calendar quarter in which the draw is made and the balance of outstandings remaining at the maturity of the Facilities shall be due in full. Under no circumstances shall any amounts outstanding under Facility B be due and payable any later than the maturity date of the Facilities.

AVAILABILITY: FACILITY A: A single draw will be permitted at closing. No subsequent draws of additional funds will be permitted.

Facility B: Amounts may be drawn, reborrowed and redrawn from closing through the maturity date. At no time will outstandings under this facility exceed the lesser of (i) the commitment amount and (ii) availability under the borrowing base. Borrowing base terms including eligibility criteria and advance rates will be finalized after the completion of procedures satisfactory to IBJS regarding Westbrae's assets, liabilities and systems which will be conducted by CPAs acceptable to IBJS.

Amortization: Facility A: The Borrower shall make quarterly principal payments commencing on December 31, 1997 as follows:

Year	Quarterly Payment	Annual Total
1	$750,000	$3,000,000
2	$950,000	$3,800,000
3	$1,250,000	$5,000,000
4	$1,437,500	$5,750,000
5	$1,437,500	$5,750,000
6	$1,675,000	$6,700,000
Total		$30,000,000

Facility B: The facility will be repaid in full as of the final maturity date. Draws used to finance acquisitions shall be repaid in equal quarterly installments calculated as if each draw were a five year loan. The first installment shall be due on the last day of the calendar quarter in which such draw is made. However, any balance remaining as of the maturity date shall be repaid in full. Under no circumstances will any amounts outstanding under this facility be due and payable after the maturity date

of the Facilities.

MANDATORY PREPAYMENTS:

EXCESS CASH FLOW SWEEP: On an annual basis, after IBJS's receipt of the Borrower's year end audited numbers, the Borrower will use 75% of excess cash flow, as defined in the loan documents, to make a mandatory prepayment of term debt. If the Borrower issues shares of common stock to the public which generate net proceeds of at least $15,000,000 then the percentage of excess cash flow required to be used to make mandatory repayments shall be reduced to 50% thereafter. The first excess cash flow sweep payment will be due immediately following receipt of the June 30, 1998 financial statements.

ASSET SALES: The Borrower shall promptly repay the Facilities with the 100% of the proceeds of any sales of assets other than sales of inventory in the ordinary course of business if such sale generates proceeds of $100,000 or more.

EQUITY PROCEEDS: The Borrower shall promptly repay the Facilities in an amount equal to 50% of the net proceeds of any sale of capital stock or exercise of warrants which generates net proceeds in excess of $100,000.

INSURANCE PROCEEDS: The Borrower shall within 120 days following receipt thereof repay the Facilities in an amount equal to the net proceeds of any claims received for losses less any amounts expended to replace assets or restore operations if such amount equals or exceeds $100,000.

APPLICATION OF PAYMENTS: All Mandatory Prepayments will be applied first to Facility A and will be applied in the inverse order of maturity. Upon repayment in full of Facility A, payments will be applied to Facility B. Repayments of Facility B under this provision shall first be used to repay amounts drawn for acquisitions and then to any other outstandings. Repayments will not permanently reduce the commitment and may be reborrowed subject to compliance with the terms and conditions of the credit agreement. Refer to the Fees detailed below.

VOLUNTARY PREPAYMENTS:

Voluntary prepayments of Facilities A and B may be made from time to time subject to the Fees detailed below. All Voluntary Prepayments will be applied first to Facility B and then to Facility A and in each will be applied in the inverse order of maturity. Prepayments of Facility B under this provision shall first be used to repay amounts drawn for acquisitions and then to any other outstandings. Prepayments will not permanently

reduce the commitment and may be reborrowed subject to compliance with the terms and conditions of the credit agreement.

COLLATERAL FOR LOANS: Loans will be secured by a first priority perfected security interest in all of the Borrower's and Guarantors' present and future accounts receivable, general intangibles, contract rights (including the purchase agreement to be executed in connection with this transaction), all rights to the payment of money, instruments, documents, chattel paper, inventory, machinery, equipment, furniture, fixtures, licenses, trademarks, trade names, patents, copyrights and other assets. In addition, all of the shares of stock of the Guarantors shall be pledged to IBJS. All proceeds and products of the Collateral shall be subject to no claims, liens or encumbrances except in IBJS's favor or with IBJS's prior written consent.

Interest Rate: FACILITY A: Outstandings shall bear interest at a rate equal to the Borrower's option of (i) the sum of the Alternate Base Rate plus 0.75% or (ii) the sum of the Eurodollar Rate plus 2.75%.

FACILITY B: Outstandings shall bear interest at a rate equal to the Borrower's option of (i) the sum of the Alternate Base Rate plus 0.75% or (ii) the sum of the Eurodollar Rate plus 2.75%.

Note that the above rates will be subject to a pricing grid under which quarterly measurements of Senior Debt to trailing twelve month EBITDA (adjusted on a pro forma basis in a manner to be agreed for the Westbrae and other acquisitions) can influence the interest rate for the succeeding quarter on each facility as follows:

Ratio of Senior Debt to LTM EBITDA	Pricing Adjustment
>4.50	+0.25%
up to 4.50 and >3.50	No adjustment
up to 3.50 and >3.00	-0.25%
up to 3.00 and >2.50	-0.50%
below 2.50	-0.75%

All interest on the Alternate Base Rate loans is due and payable monthly in arrears, calculated on a 360 day basis. The Alternative Base Rate shall mean, for any day, a rate per annum equal to the higher of (i) the Base Rate of IBJS or (ii) the Federal Funds Rate in effect on such day plus one-half of one percent (.5%). The Base Rate of IBJS shall mean the rate of interest publicly announced from time to time by IBJS as its Base Rate and is not necessarily the lowest rate charged to borrowers by IBJS.

Interest on Eurodollar borrowings shall be payable at the end of the applicable interest period. Interest periods of one, three or six months will be available to the Borrowers provided that interest for borrowings under six month interest periods shall be payable three months after the inception of such period with the balance payable at the end of the interest period. Interest on all Eurodollar borrowings will be calculated on a 360 day basis.

YIELD PROTECTION: The Borrower shall indemnify IBJS for any change in, or enactment of any new law or governmental rule, regulation, policy, guideline or directive or the administration thereof which shall have the effect of (a) increasing IBJS's cost of making, renewing or maintaining the Loans, or (b) decreasing IBJS's rate of return.

DEFAULT RATE: The default rate for all loans will be the prevailing applicable interest rate for each facility (described above) plus an additional two percent (2%).

FEES: See separate confidential Fee Letter of even date herewith.

EXPENSES: All reasonable out-of-pocket expenses including legal, accounting, environmental and other due diligence costs and expenses (including but not limited to filing and searches and the recording of UCC-1's, perfecting IBJS's security interest in and liens upon the Collateral, and expenses related to structuring, documenting, closing, monitoring, or enforcing the agreements), whether or not the loans are approved or closed, shall be for the account of the Borrower. The provisions of this paragraph shall survive the expiration and termination of this Memorandum of Terms and Conditions.

CONDITIONS PRECEDENT:

1) Borrower and Guarantors (together the "Credit Parties") will maintain main operating accounts at IBJS. (Payroll accounts and depository accounts may be maintained at another bank if a nearby branch is needed.)

2) The loan structure must be satisfactory to IBJS and its counsel in their sole discretion. This will include evidence that outstanding debt obligations of the Credit Parties have been fully extinguished, other than those debts which are acceptable to IBJS. All loan documentation will be in form and substance satisfactory to IBJS.

3) At closing, IBJS shall have received the favorable legal opinions of the Borrower's counsel as to the due execution, authorization and enforceability of the documents and as to such other matters, including due perfection of IBJS's security interests and liens in the Collateral as

IBJS may reasonably request, and IBJS shall have received the favorable opinion of IBJS counsel, if necessary, as to such matters as IBJS may reasonably require.

4) Promissory notes payable to the order of IBJS in the principal amount of the Facilities duly executed by Hain shall have been received by IBJS.

5) Prior to closing, IBJS shall have completed a satisfactory review of the Borrower's, Westbrae's and any Guarantor's books and records, including but not limited to all material sales contracts, vendor supply contracts and satisfactory trade references. This will include receipt, review and satisfaction with due diligence reports prepared by a CPA firm acceptable to IBJS concerning (i) accounts receivable, inventory of each Credit Party and (ii) the quality of Westbrae's historical financial reporting and its accounting procedures and MIS.

6) Prior to closing, IBJS shall receive evidence that the Credit Parties are in compliance with all pertinent Federal, State and local regulations.

7) Documentation shall include provisions regarding waiver of jury trial and consequential damages.

8) All fees and expenses due at closing shall have been paid in full.

9) There shall not have been any material adverse change in the financial condition, business, operations or prospects of any of the Credit Parties. No material adverse deviation from the forecasts to be furnished to IBJS shall have occurred, and no representations made or information supplied to IBJS shall have proven to be inaccurate or misleading in any material respect.

10) Prior to closing, IBJS shall receive Hain's Form 10-K for the fiscal year ended 6/30/97 as filed with the Securities and Exchange Commission, Westbrae's Form 10-Q for the quarter ended 6/30/97 as filed with the Securities and Exchange Commission, the most current available monthly internal financial statements of Hain and Westbrae, the Borrower's Borrowing Base Certificate for the calendar month immediately preceding the closing, a pro forma opening balance sheet as of the Closing Date, pro forma financial statements for Hain and Westbrae prepared as if the acquisition had occurred on July 1, 1997 (including underlying assumptions) and any other financial information requested by IBJS.

11) Prior to closing, IBJS shall receive the Borrower's annual forecasts for the fiscal years ending 6/30/98 through the scheduled maturity of the Facilities as well as quarterly forecasts for the fiscal years ending 6/30/98 and 6/30/99. Such forecasts shall include the operations of Westbrae, be prepared on a consolidated and consolidating basis and shall include income statements, statements of cash flow, balance sheets and the underlying assumptions used in their preparation. The cash flow projections shall demonstrate the ability to meet all obligations as they mature. All such forecasts shall be prepared on a consolidating and consolidated basis.

12) Intentionally omitted.

13) The Borrower shall make representations and warranties appropriate in the judgment of IBJS.

14) Prior to closing, IBJS shall receive (a) such consents and waivers of third parties (including any landlords, mortgagees and others) that might have claims against the Collateral, as IBJS and its counsel shall determine are necessary; (b) evidence of such insurance coverage on all Collateral in such amounts, with such insurance carriers, covering such risks and otherwise as may be acceptable to IBJS and its counsel, and (c) the issuance of insurance policies evidencing such coverages that contain Lender's loss payable endorsement naming IBJS, as agent, as its interest may appear, in form and substance satisfactory to IBJS and their counsel.

15) IBJS shall have the right to sell participations or assign interests in the Facilities in such amounts, to such participants and upon such terms and granting such rights, all as IBJS shall determine before or after the closing date.

16) Prior to closing, IBJS shall review and approve the corporate structure of the Credit Parties and all intercompany contracts and transactions between the Borrower and any affiliates.

17) IBJS shall be satisfied in its sole discretion with the terms and conditions of the purchase of Westbrae and any documentation in connection with the acquisition of Westbrae by the Borrower including, but not limited to, all employment contracts, leases and co-packing contracts. The total purchase consideration, including refinancing of Westbrae debt, may not exceed $27,500,000, (not including expenses).

18) IBJS shall approve all expenses to be paid by Hain which are incurred

directly because of the consummation of this transaction. In no event shall total expenses paid in connection with this transaction exceed $1,200,000.

19) The Borrower shall have minimum liquidity (defined as cash plus availability under Facility B) of no less than $7,500,000 at closing.

20) Prior to closing, IBJS shall be satisfied with its review of regulatory issues, restrictions and compliance issues which affect Hain including, but not limited to, environmental and pension liabilities.

21) Hain's existing subordinated debt agreements shall require no more scheduled principal amortization than appears in the following table. The definitive loan documents will restrict Hain's ability to make such principal payments if the Borrower is not in compliance with all terms and conditions of the Facilities or if such payments would cause the Borrower to violate any term or condition.

Year	Permitted Payment
2000	$1,943,000
2001	$0
2002	$2,307,000
2003	$2,125,000
2004	$2,125,000

REPRESENTATIONS AND WARRANTIES: The Credit Parties will make such representations and warranties to IBJS as are customarily found in IBJS's documentation for similar financings and such additional representations and warranties as may be appropriate in IBJS's judgment in light of the proposed transaction and the general circumstances of the Credit Parties including, without limitation, representation and warranties relating to the existence, good standing, and authority of the Borrower; due authorization of all loan documentation; receipt of all necessary government approvals and authorization; absence of material litigation; payment of taxes and other material obligations; ownership by the Credit Parties of its properties and assets pledged as collateral to IBJS; absence of liens or similar encumbrances thereon other than the Permitted Liens; no material adverse change in the Credit Parties' operations or financial conditions; validity of all requisite licenses, permits, patents or other franchises of the Credit Parties; solvency of the Credit Parties; compliance with all applicable laws and regulations and such other representations and warranties as may be deemed appropriate by counsel to IBJS.

COVENANTS: Covenants shall include but not be limited to the following:

maintenance of corporate existence, payment of indebtedness and taxes when due, financial reporting requirements (on a consolidated and consolidating basis for the Credit Parties), delivery of certificates of non-default, current or quick ratio, incrementing net worth, earnings before interest and taxes over interest ratio, debt to net worth ratio, fixed charge coverage, excess cash flow recapture, limitation on dividends and stock repurchases, limitation on capital expenditures, restriction and quality standards with respect to investments, limitations on other debt, no additional liens or guarantees other than the Permitted Liens, no change in nature of business, limitation on mergers or acquisitions (see below), limitation on purchase of assets outside of the ordinary course of business, no change in fiscal year, restrictions on sale of assets, no affiliate transaction other than in the normal course of business as presently conducted. Financial covenants shall be set generally at 80% of projected financial performance as forecast in the financial projections which previously have been provided to IBJS by Hain's management.

ACQUISITION RESTRICTIONS: The Borrower shall be permitted to acquire 100% of the capital stock or substantially all of the assets of another company ("Target") subject to the following restrictions:

1) The Borrower shall be in compliance with all terms and conditions of the credit agreement;

2) The Borrower shall be in compliance with all terms and conditions of the credit agreement on a pro forma basis assuming the Target had been acquired one year prior to the actual date of the proposed acquisition;

3) The Target must be in a line of business which is substantially the same as the Borrower's;

4) The Target's financial statements shall be satisfactory to the bank;

5) A field examination shall be conducted on the Target prior to closing any acquisition, and the results of such examination shall be satisfactory to the Lenders;

6) The Borrower shall not incur any liabilities in connection with any acquisition except: (i) notes payable to sellers which are subordinated to the Facilities on terms and conditions satisfactory to the Lenders and (ii) trade credit assumed;

7) The total consideration for any single Target including cash, stock, notes and assumed debt may not exceed $10,000,000 and the aggregate consideration for all acquisitions may not exceed $20,000,000 in any twelve month period;

8) No more than $2,000,000 of consideration for any single acquisition may be funded by draws under Facility B.

EVENTS OF DEFAULT: The loan documents shall contain certain Events of Default appropriate for a transaction of this nature, including but not limited to the following:

1) Any non-payment when due of interest and/or principal of any advance, loan or drawing under the credit facility, or any fee thereunder;

2) Any breach of any representation or warranty when made;

3) Any violation in any material respect of any affirmative or negative covenant;

4) Any of the security interests or liens granted by the Collateral Documents ceases to be a valid, binding and enforceable first priority security interest;

5) Acceleration due to any default related to other material indebtedness by any of the Credit Parties;

6) Any bankruptcy insolvency, attachment, receivership or similar proceeding shall be instituted by or against any of the Credit Parties;

7) Any final judgment for the payment of money in excess of $100,000 shall be rendered against the any of the Credit Parties and remain unpaid for more than 30 days;

8) Any change in employment status of certain key individuals agreed to by the Credit Parties and the Bank.

GOVERNING LAW: New York.

Hain Commit Ltr

EXHIBIT (c)(1)

AGREEMENT AND PLAN OF MERGER

by and among

THE HAIN FOOD GROUP, INC.

HAIN ACQUISITION CORP.

and

WESTBRAE NATURAL, INC.

dated as of

September 11, 1997

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of September 11, 1997 (the "Agreement"), by and among The Hain Food Group, Inc., a Delaware corporation ("Parent"), Hain Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent (the "Purchaser"), and Westbrae Natural, Inc., a Delaware corporation (the "Company").

WHEREAS, the Board of Directors of each of Parent, the Purchaser and the Company has approved, and deems it advisable and in the best interests of its respective stockholders to consummate, the acquisition of the Company by Parent upon the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of such acquisition, Parent proposes to cause the Purchaser to make a tender offer (as it may be amended from time to time as permitted under this Agreement, the "Offer") to purchase all the issued and outstanding shares (the "Shares") of Common Stock, par value $0.01 per share, of the Company (the "Common Stock"), at a price per share of Common Stock of $3.625, net to the seller in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Purchaser and certain stockholders of the Company are entering into a stockholders agreement (the "Stockholders Agreement") in the form attached hereto as Exhibit 1 pursuant to which such stockholders shall agree to take certain actions to support the transactions contemplated by this Agreement;

WHEREAS, the Board of Directors of the Company has (a) determined that the Offer and the Merger (as defined below) are fair to and in the best interests of the stockholders of the Company, (b) approved (i) the acquisition of the Company by Parent on the terms and subject to the conditions set forth in this Agreement, (ii) the Offer and the Merger, (iii) this Agreement and the transactions contemplated hereby and (iv) the transactions contemplated by the Stockholder Agreement (collectively, the "Transactions") and (c) resolved to recommend acceptance of the Offer and adoption of this Agreement by such stockholders;

WHEREAS, the respective Boards of Directors of Parent, the Purchaser and the Company have approved the merger of the Purchaser into the Company (the "Merger"), on the terms and subject to the conditions set forth in this Agreement, whereby, each issued and outstanding share of Common Stock not owned directly or indirectly by Parent or the Company, except shares of Common Stock held by persons who object to the Merger and comply with all the provisions of Delaware law concerning the right of holders of Common Stock to

dissent from the Merger and require appraisal of their shares of Common Stock ("Dissenting Stockholders"), shall be converted into the right to receive the per share consideration paid pursuant to the Offer; and

WHEREAS, Parent, the Purchaser and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger and also to prescribe various conditions to the Offer and the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

THE OFFER AND MERGER

Section 1.1 The Offer.

(a) Subject to the provisions of this Agreement, as promptly as practicable but in no event later than five business days after the announcement of the execution of this Agreement, the Purchaser shall, and Parent shall cause the Purchaser to, commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the Offer. The obligation of the Purchaser to, and of Parent to cause the Purchaser to, accept for payment, and pay for, any shares of Common Stock tendered pursuant to the Offer shall be subject to the (i) the Minimum Condition (as defined in Annex A), (ii) the condition that the Purchaser shall have received the Financing (as defined below) contemplated by the commitment letter dated September 11, 1997 (the "Financing Commitment Letter"), pursuant to which, subject to certain terms and conditions thereof, the lenders named therein have committed to provide all of the Financing (the "Financing") necessary to consummate the Offering and the Merger and the transactions contemplated hereby (the "Financing Condition") and (iii) conditions set forth in Annex A attached hereto and to the other conditions of this Agreement. On the terms and subject to the conditions of the Offer and this Agreement, the Purchaser shall, and Parent shall cause the Purchaser to, pay for all shares of Common Stock validly tendered and not withdrawn pursuant to the Offer that the Purchaser becomes obligated to purchase pursuant to the Offer as soon as practicable after the expiration of the Offer. The Purchaser expressly reserves the right to modify the terms of the Offer and to waive any condition of the Offer, except that, without the consent of the Company, the Purchaser shall not (i) reduce the number of shares of Common Stock subject to the Offer, (ii) reduce the price per share of Common Stock to be paid pursuant to the Offer, (iii) modify or add to the conditions set forth in Annex A or otherwise amend the Offer in any manner materially adverse to the Company's stockholders, (iv) except as provided in the next two sentences, extend the Offer, or (v) change the form of consideration payable in the Offer.

Notwithstanding the foregoing, the Purchaser may, without the consent of the Company, (i) extend the Offer for a period of not more than 10 business days beyond the initial expiration date of the Offer (which initial expiration date shall be 20 business days following commencement of the Offer), if on the date of such extension less than 90% of the outstanding shares of Common Stock have been validly tendered and not properly withdrawn pursuant to the Offer, (ii) extend the Offer from time to time if at the initial expiration date or any extension thereof the Minimum Condition or any of the other conditions to the Purchaser's obligation to purchase shares of Common Stock set forth in paragraphs (a), (b) and (e) of Annex A shall not be satisfied or waived, until such time as such conditions are satisfied or waived, (iii) extend the Offer for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "SEC") or the staff thereof applicable
---
to the Offer and (iv) extend the Offer for any reason for a period of not more than 10 business days beyond the latest expiration date that would otherwise be permitted under clause (i), (ii) or (iii) of this sentence. In addition, the Purchaser shall at the request of the Company extend the Offer for five business days if at any scheduled expiration date of the Offer any of the conditions to the Purchaser's obligation to purchase shares of Common Stock shall not be satisfied; provided, however, that the Purchaser shall not be required to extend the Offer beyond November 30, 1997.

(b) As soon as practicable on the date the Offer is commenced, Parent and the Purchaser shall file with the SEC a Tender Offer Statement on Schedule 14D-1 with respect to the Offer (together with all amendments and supplements thereto and including the exhibits thereto, the "Schedule 14D-l"). The Schedule
----
14D-1 will include disclosure sufficient to satisfy the requirements of Rule 13e-3 under the Exchange Act. The Schedule 14D-1 will include, as exhibits, the offer to purchase pursuant to which the Offer shall be made (the "Offer to
----
Purchase") and a form of letter of transmittal and summary advertisement
- --------
(collectively, together with any amendments and supplements thereto, the "Offer
-----
Documents"). The Offer Documents will comply in all material respects with the
- ---------
provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published, sent or given to the Company's stockholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation is made by Parent or the Purchaser with respect to information furnished by the Company to Parent or the Purchaser, in writing, expressly for inclusion in the Offer Documents. The Company shall furnish to Parent and the Purchaser all information concerning the Company and its affiliates required to be set forth in the Offer Documents. The information supplied by the Company to Parent or the Purchaser, in writing, expressly for inclusion in the Offer Documents and by Parent or the Purchaser to the Company, in writing, expressly for inclusion in the Schedule 14D-9 (as hereinafter defined) will not, at the time so provided, contain any untrue statement of a material fact or omit to state any material fact re-

quired to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Each of Parent and the Purchaser will take all steps necessary to cause the Offer Documents to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Each of Parent and the Purchaser, on the one hand, and the Company, on the other hand, will promptly correct any information provided by it for use in the Offer Documents if and to the extent that it shall have become false or misleading in any material respect and the Purchaser will take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given the opportunity to review the Schedule 14D-1 (including, without limitation, all documents filed therewith as exhibits) before it is filed with the SEC. In addition, Parent and the Purchaser will provide the Company and its counsel in writing with any comments, whether written or oral, Parent, the Purchaser or their counsel may receive from time to time from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments.

Section 1.2 Company Actions.

(a) The Company hereby approves of and consents to the Offer and represents that the Board of Directors of the Company (the "Company Board"), at a meeting duly called and held, have (i) determined that the terms of the Offer and the Merger and the other Transactions are fair to and in the best interests of the Stockholders of the Company, (ii) approved (A) the acquisition of the Company by Parent on the terms and subject to the conditions set forth in this Agreement and (B) the Offer, the Merger and the other Transactions, (iii) approved this Agreement, and (iv) resolved to recommend that the stockholders of the Company accept the Offer, tender their Shares thereunder to the Purchaser and approve and adopt this Agreement and the Merger; provided, that such recommendation may be withdrawn, modified or amended if, in the opinion of the Board of Directors, only after receipt of advice from outside legal counsel, failure to withdraw, modify or amend such recommendation would reasonably be expected to result in the Board of Directors violating its fiduciary duties to the Company's stockholders under applicable law and the Company pays the fees and expenses required by Section 8.1 hereof. The Company represents that the Company Board has approved the acquisition of Shares by the Purchaser pursuant to the Offer, the Merger and the Stockholders Agreement.

(b) Concurrently with the commencement of the Offer, the Company shall file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 (together with all amendments and supplements thereto and including the exhibits thereto, the "Schedule 14D-9") which shall, subject to the provisions of Section 5.4(b), contain the recommendation re-

ferred to in clause (iv) of Section 1.2(a) hereof. The Schedule 14D-9 will comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published, sent or given to the Company's Stockholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation is made by the Company with respect to information furnished by Parent or the Purchaser for inclusion in the Schedule 14D-9. The Company further agrees to take all steps necessary to cause the Schedule 14D-9 to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Each of the Company, on the one hand, and Parent and the Purchaser, on the other hand, agrees promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false and misleading in any material respect and the Company further agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Parent and its counsel shall be given the opportunity to review the Schedule 14D-9 before it is filed with the SEC. In addition, the Company agrees to provide Parent, the Purchaser and their counsel with any comments, whether written or oral, that the Company or its counsel may receive from time to time from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments or other communications.

(c) In connection with the Offer, the Company will promptly furnish or cause to be furnished to the Purchaser mailing labels, security position listings and any available listing, or computer file containing the names and addresses of all recordholders of the Shares as of a recent date, and shall furnish the Purchaser with such additional information (including, but not limited to, updated lists of holders of the Shares and their addresses, mailing labels and lists of security positions) and assistance, and cause its representatives and advisors to provide such assistance, as the Purchaser or its agents may reasonably request in communicating the Offer to stockholders of the Company.

Section 1.3 Directors.

(a) Promptly upon the purchase of and payment for any Shares by Parent or any of its subsidiaries which represents at least a majority of the outstanding Shares (on a fully diluted basis, as defined in Section 1.1(a)), Parent shall be entitled to designate such number of directors, rounded up to the next whole number, on the Company Board as is equal to the product of the total number of directors on such Company Board (giving effect to the directors designated by Parent pursuant to this sentence) multiplied by the percentage that the number of Shares so accepted for payment bears to the total number of Shares then outstanding. In furtherance thereof, the Company shall, upon request of the Purchaser, use its best

reasonable efforts promptly either to increase the size of the Company Board or secure the resignations of such number of its incumbent directors, or both, as is necessary to enable Parent's designees to be so elected to the Company Board, and shall take all actions available to the Company to cause Parent's designees to be so elected. At such time, the Company shall, if requested by Parent, also cause persons designated by Parent to constitute at least the same percentage (rounded up to the next whole number) as is on the Company Board of (i) each committee of the Company Board, (ii) each board of directors (or similar body) of each Subsidiary (as defined in Section 3.1) of the Company and (iii) each committee (or similar body) of each such board.

(b) The Company shall promptly take all actions required pursuant to Section 14(f) of the Exchange Act and Rule 14f-l promulgated thereunder in order to fulfill its obligations under Section 1.3(a), including mailing to stockholders together with Schedule 14D-9 the information required by such Section 14(f) and Rule 14f-1 as is necessary to enable Parent's designees to be elected to the Company Board. Parent or the Purchaser will supply the Company and be solely responsible for any information with respect to either of them and their nominees, officers, directors and affiliates required by such Section 14(f) and Rule 14f-1. The provisions of this Section 1.3 are in addition to and shall not limit any rights which the Purchaser, Parent or any of their affiliates may have as a holder or beneficial owner of Shares as a matter of law with respect to the election of directors or otherwise.

(c) In the event that Parent's designees are elected to the Company Board, until the Effective Time (as defined below), the Company Board shall have at least two directors who are directors on the date hereof (the "Independent Directors"); provided that, in such event, if the number of Independent Directors shall be reduced below two for any reason whatsoever, any remaining Independent Directors (or Independent Director, if there be only one remaining) shall be entitled to designate persons to fill such vacancies who shall be deemed to be Independent Directors for purposes of this Agreement or, if no Independent Director then remains, the other directors shall designate two persons to fill such vacancies who shall not be stockholders, affiliates or associates of Parent or the Purchaser and such persons shall be deemed to be Independent Directors for purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that Parent's designees are elected to the Company Board, after the acceptance for payment of Shares pursuant to the Offer and prior to the Effective Time, the affirmative vote of a majority of the Independent Directors shall be required to (a) amend or terminate this Agreement by the Company, (b) exercise or waive any of the Company's rights, benefits or remedies hereunder, or (c) take any other action by the Company Board under or in connection with this Agreement.

Section 1.4 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.5 hereof), the Company and the Purchaser shall consummate the Merger pursuant to which (a) the Purchaser shall be merged with and

into the Company and the separate corporate existence of the Purchaser shall thereupon cease, (b) the Company shall be the successor or surviving corporation in the Merger and shall continue to be governed by the laws of the State of Delaware, and (c) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. Pursuant to the Merger, (x) the certificate of incorporation of the Purchaser, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation (the "Certificate of Incorporation") of the Surviving Corporation (as defined below), except that Article FIRST of the Certificate of Incorporation of the Surviving Corporation shall read in its entirety as follows: "FIRST: The name of the corporation is Westbrae Natural, Inc." and (y) the by-laws of the Purchaser (the "By-laws"), as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation and such By-laws. The corporation surviving the Merger is sometimes hereafter referred to as the "Surviving Corporation." The Merger shall have the effects set forth in the Delaware General Corporation Law (the "DGCL").

Section 1.5 Effective Time. Parent, the Purchaser and the Company will cause a Certificate of Merger or, if applicable, Certificate of Ownership and Merger (the "Certificate of Merger") to be executed and filed on the date of the Closing (as defined in Section 1.6) (or on such other date as Parent and the Company may agree) with the Secretary of State of the State of Delaware (the "Secretary of State") as provided in the DGCL. The Merger shall become effective on the date on which the Certificate of Merger has been duly filed with the Secretary of State or such time as is agreed upon by the parties and specified in the Certificate of Merger, and such time is hereinafter referred to as the "Effective Time."

Section 1.6 Closing. The closing of the Merger (the "Closing") will take place at 10:00 a.m., New York time, on a date to be specified by the parties, which shall be no later than the first business day after satisfaction or waiver of all of the conditions set forth in Article VI hereof (the "Closing Date") and in any event, no later than December 31, 1997, at the offices of Cahill Gordon & Reindel, 80 Pine Street, New York, New York 10005, unless another date or place is agreed to in writing by the parties hereto.

Section 1.7 Directors of the Surviving Corporation. The directors of the Purchaser at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and the By-laws.

Section 1.8 Officers of the Surviving Corporation. Except as set forth on Schedule 1.8 hereto, the officers of the Purchaser immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until

their successors have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation or the By-laws.

Section 1.9 Stockholders' Meeting.

(a) If required by applicable law in order to consummate the Merger, the Company, acting through its Board of Directors, shall, in accordance with applicable law:

(i) duly call, give notice of, convene and hold a special meeting of its stockholders (the "Special Meeting") as promptly as practicable following the acceptance for payment and purchase of Shares by the Purchaser pursuant to the Offer for the purpose of considering and taking action upon the approval of the Merger and the adoption of this Agreement;

(ii) prepare and file with the SEC a preliminary proxy or information statement relating to the Merger and this Agreement and use its best efforts (x) to obtain and furnish the information required to be included by the SEC in the Proxy Statement (as hereinafter defined) and, after consultation with Parent, to respond promptly to any comments made by the SEC with respect to the preliminary proxy or information statement and cause a definitive proxy or information statement, including any amendment or supplement thereto (the "Proxy Statement") to be mailed to its stockholders, provided that no amendment or supplement to the Proxy Statement will be made by the Company without consultation with Parent and its counsel and (y) to obtain the necessary approvals of the Merger and this Agreement by its stockholders; and

(iii) include in the Proxy Statement the recommendation of the Company Board that stockholders of the Company vote in favor of the approval of the Merger and the adoption of this Agreement.

(b) Parent shall vote, or cause to be voted, all of the Shares then owned by it, the Purchaser or any of its other subsidiaries and affiliates in favor of the approval of the Merger and the approval and adoption of this Agreement.

Section 1.10 Merger Without Meeting of Stockholders. Notwithstanding Section 1.9 hereof, in the event that Parent, the Purchaser and any other Subsidiaries of Parent shall acquire in the aggregate at least 90% of the outstanding shares of each class of capital stock of the Company, pursuant to the Offer or otherwise, the parties hereto shall, at the request of Parent and subject to Article VI hereof, take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after such acquisition, without a meeting of stockholders of the Company, in accordance with Section 253 of the DGCL.

ARTICLE II

CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any Shares or holders of common stock, par value $.01 per share, of the Purchaser (the "Purchaser Common Stock"):

(a) The Purchaser Common Stock. Each issued and outstanding share of the Purchaser Common Stock shall be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Cancellation of Treasury Stock and Parent-Owned Stock. All Shares that are owned by the Company as treasury stock and any Shares owned by Parent, the Purchaser or any other wholly owned Subsidiary of Parent shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(c) Conversion of Shares. Each issued and outstanding Share and Shares, if any, subject to outstanding options then outstanding not theretofore cancelled as provided in Section 2.4 hereof (other than Shares to be cancelled in accordance with Section 2.1(b) and any Shares which are held by Dissenting Stockholders shall be converted into the right to receive the Offer Price, payable to the holder thereof, without interest (the "Merger Consideration"), upon surrender of the certificate formerly representing such Share in the manner provided in Section 2.2. All such Shares, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefor upon the surrender of such certificate in accordance with Section 2.2, without interest.

Section 2.2 Exchange of Certificates.

(a) Paying Agent. Parent shall designate a bank or trust company reasonably acceptable to the Company to act as agent for the holders of the Shares in connection with the Merger (the "Paying Agent") to receive in trust the funds to which holders of the Shares shall become entitled pursuant to Section 2.1(c). Such funds shall be invested by the Paying Agent as directed by Parent or the Surviving Corporation.

(b) Exchange Procedures. As soon as reasonably practicable after the Effective Time, the Paying Agent shall mail to each holder of record of a certificate or certificates,

which immediately prior to the Effective Time represented outstanding Shares (the "Certificates"), whose Shares were converted pursuant to Section 2.1 into
----
the right to receive the Merger Consideration (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as Parent and the Company may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for payment of the Merger Consideration. Upon surrender of a Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration for each Share formerly represented by such Certificate and the Certificate so surrendered shall forthwith be cancelled. If payment of the Merger Consideration is to be made to a person other than the person in whose name the surrendered Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such payment shall have paid any transfer and other taxes required by reason of the payment of the Merger Consideration to a person other than the registered holder of the Certificate surrendered or shall have established to the satisfaction of the Surviving Corporation that such tax either has been paid or is not applicable. Until surrendered as contemplated by this Section 2.2, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration in cash as contemplated by this Section 2.2.

(c) Transfer Books; No Further Ownership Rights in the Shares. At
----
the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of the Shares on the records of the Company. From and after the Effective Time, the holders of Certificates evidencing ownership of the Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided for herein or by applicable law. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article II.

(d) Termination of Fund; No Liability. At any time following six
----
months after the Effective Time, the Surviving Corporation shall be entitled to require the Paying Agent to deliver to it any funds (including any interest received with respect thereto) which had been made available to the Paying Agent and which have not been disbursed to holders of Certificates, and thereafter such holders shall be entitled to look to the Surviving Corporation (subject to abandoned property, escheat or other similar laws) only as general creditors thereof with respect to the Merger Consideration payable upon due surrender of their Certificates, without any interest thereon. Notwithstanding the foregoing, neither the Surviving Corporation nor the Paying Agent shall be liable to any holder of a Certificate for Merger Considera-

tion delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(e) Lost, Stolen or Destroyed Certificates. In the event any Certificate for Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent will issue in exchange for such lost, stolen or destroyed Certificate $3.625 per Share pursuant to Section 2.2(b) upon due surrender of and deliverable in respect of the Shares represented by such Certificate pursuant to this Agreement.

Section 2.3 Dissenters' Rights. Notwithstanding anything in this Agreement to the contrary, Dissenting Stockholders who shall not have voted such Shares in favor of the Merger and who shall have delivered to the Company a written objection to the Merger in the manner provided by Section 262 of the DGCL or, if the Merger is effected pursuant to Section 253 of the DGCL, made a written demand for payment of the fair value of his or her Shares ("Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration unless and until such holder fails to perfect or effectively withdraws or loses his right to appraisal. If, after the Effective Time, such holder fails to perfect or withdraw or loses his right to appraisal, such Shares shall be deemed to have been converted as of the Effective Time into a right to receive the Merger Consideration, without interest. The Company shall give the Parent or the Purchaser prompt notice of any notices of objection to the Merger received by the Company, and of any demands received by the Company for payment for any Shares pursuant to Section 262 of the DGCL, and the Parent or the Purchaser shall have the right to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent, which consent shall not be unreasonably withheld or delayed, make any payment with respect to, or offer to settle, any such demands.

Section 2.4 Company Plans.

(a) Immediately prior to the Effective Time, each outstanding employee stock option to purchase Shares (a "Company Option") granted under the Company's 1988 Stock Option Plan, the Company's 1996 Incentive Stock Plan and granted as certain executive and director non-statutory options (collectively, "Option Plans and Awards"), shall be surrendered to the Company and shall be forthwith cancelled and the Purchaser shall provide the Company with funds sufficient to pay to each holder of a Company Option, by check, an amount equal to (i) the product of the number of the Shares which are issuable upon exercise of such Company Option, multiplied by the Offer Price, less (ii) the aggregate exercise price of such Company Option. Prior to the Closing, the Company shall use its best efforts to take all actions

(including, without limitation, soliciting any necessary consents from the holders of the Company Options) required to effect the matters set forth in this Section 2.4, including the surrender, cancellation and payment in consideration for the Company Options described in this Section 2.4(a). The Company shall withhold all income or other taxes as required under applicable law prior to distribution of the cash amount received under this Section 2.4(a) to the holders of Company Options.

(b) Except as may be otherwise agreed to by Parent or the Purchaser and the Company, the Company's Option Plans and Awards shall terminate as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any of its Subsidiaries shall be deleted as of the Effective Time and no holder of Company Options or any participant in the Option Plans and Awards or any other plans, programs or arrangements shall have any rights thereunder to acquire any equity securities of the Company, the Surviving Corporation or any subsidiary thereof.

Section 2.5 Company Subordinated Debt. Immediately prior to the Effective Time, Parent shall cause the Company to redeem all of the Company's 8% Senior Subordinated Notes A and 8% Senior Subordinated Notes B (collectively, the "Notes") in an amount equivalent to the outstanding principal amount thereof and accrued and unpaid interest thereon but not in excess of $2.2 million.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

To induce the Parent and the Purchaser to enter into and perform their respective obligations under this Agreement, the Company hereby represents and warrants to the Parent and the Purchaser that (except as set forth on the attached disclosure schedule attached hereto as Schedule 1 (the "Disclosure Schedule") or as otherwise disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996, its Quarterly Reports on Form 10-Q for the quarterly periods ended March 30, 1997 and June 30, 1997 and its Notice of Annual Meeting of Shareholders dated June 17, 1997 and related Information Statement (collectively with the Disclosure Schedule, the "Disclosure Documents") as filed by the Company with the SEC under the Exchange Act) each of the following statements is true and correct. As used in this Agreement, the term "Material Adverse Effect" means any event or series of events which, individually or in the aggregate, may reasonably be expected to result in a material adverse change in, or a material adverse effect upon, (1) the operations, business, properties or condition (financial or otherwise) of the Company or any Subsidiary, (2) the ability of the Company to perform its obligations hereunder, or (3) the legality, validity, binding effect or enforceability of this Agreement. As used in this Agreement, the term

"Subsidiary" shall mean all corporations or other entities in which the Company
- -----------
or the Parent, as the case may be, owns, directly or indirectly, a majority of the issued and outstanding capital stock or similar interests or has the right to elect a majority of the members of the Board of Directors or similar governing body.

Section 3.1 Organization. (a) Each of the Company and its

Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power, authority, and governmental approvals would not, individually or in the aggregate, have a Material Adverse Effect.

(b) The Company and each of its Subsidiaries is duly qualified or licensed to do business and in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not individually or in the aggregate have a Material Adverse Effect. Section 3.1(b) of the Disclosure Schedule contains a correct and complete list of each of the Company's Subsidiaries, the jurisdiction where each such Subsidiary is organized and the percentage of outstanding capital stock of such Subsidiary that is directly or indirectly owned by the Company. Except as set forth in Section 3.1(b) of the Disclosure Schedule, the Company does not own (i) any equity interest in any corporation or other entity or (ii) marketable securities where the Company's equity interest in any entity exceeds five percent of the outstanding equity of such entity on the date hereof.

Section 3.2 Capitalization.

(a) The authorized capital stock of the Company consists of 30,000,000 Shares and 500,000 shares of preferred stock, par value $.01 per share (the "Preferred Stock"). As of the date hereof, (i) 5,950,588 Shares are
----
issued and outstanding, (ii) 292,066 Shares are issued and held in the treasury of the Company, (iii) no shares of Preferred Stock are issued and outstanding, and (iv) 1,089,875 Shares are reserved for issuance to officers, directors and employees pursuant to the Option Plans and Awards, of which no Shares have been issued pursuant to option exercises and 1,008,875 Shares are subject to outstanding, unexercised options. Section 3.2(a) of the Disclosure Schedule sets forth a true and complete list of the holders of Company Options, including such person's name, the number of options (vested, unvested and total) held by such person and the exercise price for each such option. Since the date hereof, the Company has not issued or granted additional options under the Options Plans. All the outstanding shares of the Company's capital stock are, and all Shares which may be issued pursuant to the exercise of outstanding Company Options will be, when issued

in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and non-assessable.

(b) Except as disclosed in Section 3.2(b) of the Disclosure Schedule, there are no bonds, debentures, notes or other indebtedness having general voting rights (or convertible into securities having such rights) ("Voting Debt") of the Company or any of its Subsidiaries issued and outstanding.

(c) Except as set forth above, except as described in Section 3.2(c) of the Disclosure Schedule and except for the transactions contemplated by this Agreement, as of the date hereof, (i) there are no shares of capital stock of the Company authorized, issued or outstanding (ii) there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, agreements, arrangements or commitments of any character, relating to the issued or unissued capital stock of the Company or any of its Subsidiaries, obligating the Company or any of its Subsidiaries to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or Voting Debt of, or other equity interest in, the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares or equity interests, or obligating the Company or any of its Subsidiaries to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment and (iii) except as set forth above, except as set forth in Section 3.2(c) of the Disclosure Schedule, there are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Shares, or the capital stock of the Company, or any Subsidiary or affiliate of the Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any Subsidiary or any other entity other than loans to Subsidiaries in the ordinary course of business.

(d) Except as set forth in Section 3.2(d) of the Disclosure Schedule, all of the outstanding shares of capital stock of each of the Subsidiaries are beneficially owned by the Company, directly or indirectly, and all such shares have been validly issued and are fully paid and nonassessable and are owned by either the Company or one of its Subsidiaries free and clear of all liens, charges, claims or encumbrances of whatever nature ("Encumbrances").

(e) There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of the capital stock of the Company or any of the Subsidiaries.

Section 3.3 Authorization; Validity of Agreement. The Company has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement, and the consummation by it of the Transactions, have been duly authorized by its Board of Directors and, except for obtaining the approval of its Stockholders as contemplated by Sec-

tion 1.9 hereof, no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by Parent and the Purchaser, is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

Section 3.4 No Conflict.

(a) Except as set forth in Section 3.4(a) of the Disclosure Schedule, none of the execution, delivery and performance of this Agreement by the Company, the consummation by the Company of the Transactions or the compliance by the Company with any of the provisions hereof do not, and the performance of this Agreement will not (i) violate the [Restated and Amended] Certificate of Incorporation or By-laws of the Company or the certificate or articles of incorporation or organization or by-laws of any of its Subsidiaries, or (ii) conflict with or result in a violation or breach of any terms or provisions of, or constitute (with or without due notice, lapse of time or both) a default or give rise to a right of acceleration, cancellation or termination under, or result in the creation or imposition of any lien, security interest, mortgage, or encumbrance (collectively, "Lien") upon any properties of the Company or any Subsidiary under any Contract (as defined in Section 3.10(a)) or Permit (as defined in Section 3.10 (b)) or other instrument to which the Company or any Subsidiary is a party or by which any of their properties are bound or any existing applicable statute, ordinance, law, rule, regulation, judgment, order or decree of any court, governmental instrumentality or regulatory body, agency or authority having jurisdiction over the Company, any Subsidiary or any of their properties.

(b) Section 3.4(b) of the Disclosure Schedule sets forth a list of all third party consents and approvals required to be obtained in connection with this Agreement under the Company Agreements prior to the consummation of the transactions contemplated by this Agreement, except such third party consents and approvals the failure of which to obtain would not have a Company Material Adverse Effect.

Section 3.5 SEC Reports and Financial Statements.

(a) The Company has timely filed with the SEC, and has heretofore made available to Parent, true and complete copies of, all forms, reports, schedules, statements and other documents required to be filed by it since January 1, 1994 under the Exchange Act or the Securities Act of 1933, as amended (the "Securities Act") (as such documents have been amended since the time of their filing, collectively, the "SEC Documents"). As of their respective dates or, if amended, as of the date of the last such amendment, the SEC Documents, including, without limitation, any financial statements or schedules included therein (a) did

not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be, and the applicable rules and regulations of the SEC thereunder. None of the Company's Subsidiaries is required to file any forms, reports or other documents with the SEC.

(b) The financial statements of the Company included in the SEC Documents (the "Financial Statements") have been prepared from, and are in accordance with, the books and records of the Company and its consolidated Subsidiaries, comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the period involved and fairly present in all material respects the consolidated financial position and the consolidated results of operations and cash flows (and changes in financial position, if any) of the Company and its consolidated Subsidiaries as of the times and for the periods referred to therein.

(c) The Company has delivered to the Parent an unaudited consolidated Balance Sheet as of June 30, 1997 (the "Interim Balance Sheet") and related consolidated statements of operations for the period then ended (the "Interim Financial Statements"). Such Interim Financial Statements were prepared in accordance with generally accepted accounting principles applied on a consistent basis (except for footnotes thereto and for the consolidated statement of shareholders' equity) and fairly present in all material respects the financial position of the Company and the Subsidiaries as of such date and the results of operations of the Company and the Subsidiaries for the periods ending on such dates.

Section 3.6 Absence of Certain Changes. Except as set forth in Section 3.6 of the Disclosure Schedule or in the SEC Documents filed prior to the date hereof, since December 31, 1996, the Company and its Subsidiaries have conducted their respective businesses only in the ordinary and usual course and there has not occurred any events or changes (including the incurrence of any liabilities of any nature, whether or not accrued, contingent or otherwise) having, individually or in the aggregate, a Material Adverse Effect and the Company has not taken any action which would have been prohibited under Section 5.1 hereof.

Section 3.7 No Undisclosed Liabilities. Except (a) as disclosed in the Financial Statements and (b) for liabilities and obligations (i) incurred in the ordinary course of business and consistent with past practice since December 31, 1996, or (ii) as otherwise disclosed in Section 3.7 of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, that have, or would be reasonably likely to have, a Material Adverse Effect or that

would be required by GAAP to be reflected in, reserved against or otherwise described in a consolidated balance sheet of the Company (including the notes thereto).

Section 3.8 Litigation. Except as set forth in Section 3.8 of the Disclosure Schedule, there are no suits, claims, actions, proceedings, including, without limitation, arbitration proceedings or alternative dispute resolution proceedings, or investigations pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries before any court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency (a "Governmental Entity") that, either individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect.

Section 3.9 Liens; Insurance. Except as set forth in Section 3.9 of the Disclosure Schedule, all properties owned or leased by the Company or the Subsidiaries are free and clear of all liens, charges or other encumbrances except for (a) mechanics', carriers', workers' and other similar liens imposed by law and incurred in the ordinary course of business for obligations not yet due and payable, (b) liens for current taxes not yet due and payable or being contested in good faith by appropriate means, (c) liens reflected in the Financial Statements and/or the Interim Financial Statements, and (d) liens which in the aggregate do not materially detract from the value or impair the use of the property subject thereto, or impair the operations of the Company or any Subsidiary. All of the assets which are material to the business of the Company or any Subsidiary are in good condition in accordance with industry practice (subject to normal wear and tear). As of December 31, 1996, the insurance coverage respecting the Company and its Subsidiaries was reasonably adequate for the respective assets, business and operations of the Company and its Subsidiaries and was maintained with financially sound and reputable insurers. The assets, business and operations insured by the Company and its Subsidiaries are of the kind customarily insured against by corporations of established reputation engaged in the same or similar businesses and similarly situated and such insurance is of such types and in such amounts as are customarily carried under similar circumstances by such other corporations. Since December 31, 1996, each of the Company and its Subsidiaries has maintained all existing insurance policies (including without limitation, policies relating to workers' compensation). Except as set forth on Section 3.9 of the Disclosure Schedule, neither the Company nor any of the Subsidiaries is in default (other than a default which does not affect the obligation of the insurer to make payment on the policy) with respect to any provisions or requirements of any insurance policy nor have they failed to give any notice or present any material claim thereunder in due and timely fashion, other than such defaults and failures, which individually or in the aggregate, would not have a Material Adverse Effect.

Section 3.10 Contracts; Permits.

(a) Contracts. Section 3.10(a) of the Disclosure Schedule sets forth a complete and accurate list of all material contracts, loan agreements, mortgages, notes, bonds, security agreements, leases, agreements, instruments and understandings, whether written or oral (collectively, "Contracts") binding upon the Company or any Subsidiary. Each Contract is in full force and effect and constitutes a valid and binding obligation enforceable in accordance with its terms, and no event has occurred that would constitute a default under or otherwise give rise to a right of termination, cancellation or acceleration with respect to any Contract (presently, with the giving of notice or the passage of time). Except as set forth in Section 3.4(a) of the Disclosure Schedule, no contract will be terminated or otherwise adversely affected by virtue of the consummation of any transaction contemplated by this Agreement.

(b) Permits. Section 3.10(b) of the Disclosure Schedule sets forth a complete and accurate list of all federal, state and local governmental licenses, permits, authorizations and approvals (collectively, "Permits") held by the Company or any Subsidiary. Each Permit is in full force and effect without violation and no actions are pending or threatened to revoke or limit any Permit. Except as set forth in Section 3.4(a) of the Disclosure Schedule, No Permit will be terminated or otherwise adversely affected by virtue of the consummation of any transaction contemplated by this Agreement.

(c) Employees. Except as set forth in the SEC Filings filed with the SEC prior to the date hereof or in Section 3.10(c) of the Disclosure Schedule, neither the Company nor any Subsidiary is a party to or bound by any written or formal contract, agreement or policy for the employment of any director, officer or employee of the Company or any Subsidiary.

(d) Certain Agreements. Except as set forth on Section 3.10(d) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries is a party to or bound by any contract, agreement or arrangement that contains any "change in control" provisions.

Section 3.11 Employee Benefit Plans.

(a) For purposes of this Agreement, the term "Plans" shall include: each deferred compensation and each incentive compensation, stock purchase, stock option and other equity compensation plan, program, agreement or arrangement; each severance or termination pay, medical, surgical, hospitalization, life insurance and other 'welfare' plan, fund or program (within the meaning of section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")); each profit-sharing, stock bonus or other 'pension' plan, fund or program (within the meaning of section 3(2) of ERISA); each employment, termination or severance agreement; and each other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contrib-

uted to by the Company or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with the Company would be deemed a single employer within the meaning of section 4001(b) of ERISA, or to which the Company or an ERISA Affiliate is party, whether written or oral, for the benefit of any employee or former employee of the Company or any Subsidiary (the "Plans"). Each of the Plans that is subject to section 302 or Title IV of ERISA or section 412 of the Internal Revenue Code of 1986, as amended (the "Code") is hereinafter referred to in this Section 3.11 as a "Title IV Plan." Neither the Company, any Subsidiary nor any ERISA Affiliate has any commitment or formal plan, whether legally binding or not, to create any additional employee benefit plan or modify or change any existing Plan that would affect any employee or former employee of the Company or any Subsidiary.

(b) No liability under Title IV or section 302 of ERISA has been incurred by the Company or any ERISA Affiliate that has not been satisfied in full, and no condition exists that presents a material risk to the Company or any ERISA Affiliate of incurring any such liability. No Plan is a Title IV Plan.

(c) Neither the Company or any Subsidiary, any Plan, any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection with which the Company or any Subsidiary, any Plan, any such trust, or any trustee or administrator (as defined in Section 3(16)(A) of ERISA) thereof, or any party in interest (as defined in ERISA Section 3(14)) or fiduciary with respect to any Plan or any such trust could be subject to either a civil penalty assessed pursuant to section 409 or 502(i) of ERISA or a tax imposed pursuant to section 4975 or 4976 of the Code, which would be material in amount.

(d) Each Plan has been operated and administered in all material respects in accordance with its terms and applicable law, including but not limited to ERISA and the Code.

(e) Each Plan intended to be "qualified" within the meaning of section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service with respect to the qualified status of such Plan under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986, and nothing has occurred since the issuance of such letter which could reasonably be expected to cause the loss of the tax-qualified status of such Plan and the related trust maintained.

(f) No Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other than (i) coverage mandated by applicable law, (ii) death benefits under any "pension plan," or

(iii) benefits the full cost of which is borne by the current or former employee (or his beneficiary) or (iv) post-death exercise periods in effect under outstanding Company Options.

(g) Except as set forth in Section 3.11 of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee or officer of the Company or any ERISA Affiliate to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(h) There are no pending, or to the knowledge of the Company, threatened or anticipated claims by or on behalf of any Plan, by any employee or beneficiary covered under any such Plan, or otherwise involving any such Plan (other than routine claims for benefits) which would have a material adverse effect upon the Plans or a Material Adverse Effect.

Section 3.12 Taxes.

(a) Each of the Company and each of its Subsidiaries has filed all Tax Returns required to be filed by it or duly obtained extensions, except to the extent that a failure to file, in the individual or in the aggregate, would not result in a Material Adverse Effect. All such Tax Returns are complete and correct in all respects, other than any inaccuracy or incompleteness that, in the individual or in the aggregate, would not result in a Material Adverse Effect. The Company and each of its Subsidiaries has timely paid (or the Company has timely paid on its Subsidiaries' behalf) all Taxes shown to be due on such returns and reports. The Company and each of its Subsidiaries has timely paid (or the Company has timely paid on its Subsidiaries' behalf) all Taxes for which no return was required to be filed, except to the extent that a failure to pay, in the individual or in the aggregate, would not result in a Material Adverse Effect. All Taxes not previously paid that are attributable to any period or portion thereof ending on the date hereof do not exceed the reserve in the Financial Statements for Taxes payable by the Company and its Subsidiaries for all taxable periods and portions thereof through the date of such financial statements by an amount that would result in a Material Adverse Effect. All liabilities for Taxes incurred by the Company or any of its Subsidiaries since the date of the Company's balance sheet dated December 31, 1996 included in the financial statements (the "Balance Sheet") have been incurred in the ordinary course of business consistent with past practice, other than any liabilities for taxes that, individually or in the aggregate, would not result in a Material Adverse Effect. No deficiencies for any Taxes have been proposed, asserted, assessed or threatened against the Company or any of its Subsidiaries in writing that would have a Material Adverse Effect, and no requests for waivers of the time to assess or collect any such Taxes are pending. No Tax Returns of the Company and or any its Subsidiaries consolidated in such returns have not been examined or audited by the United States Internal Revenue Service or any other taxing authority since 1986.

(b) Neither the Company nor any of its Subsidiaries is a party to any agreement, plan, contract or arrangement that could result, separately or in the aggregate, in a payment of any "excess parachute payments" within the meaning of Section 280G of the Code.

(c) As used in this Agreement, the following terms shall have the following meanings:

(i) "Tax" or "Taxes" shall mean all taxes, charges, fees, duties, levies, penalties or other assessments imposed by any federal, state, local or foreign governmental authority, including, but not limited to, income, gross receipts, excise, property, sales, gain, use, license, custom duty, unemployment, capital stock, transfer, franchise, payroll, withholding, social security, minimum estimated, and other taxes, and shall include interest, penalties or additions attributable thereto; and

(ii) "Tax Return" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

Section 3.13 Intellectual Property.

(a) Disclosure Schedule 3.13(a) sets forth a complete and accurate list of all the Intellectual Property (as defined below) owned or licensed by the Company and its Subsidiaries. To the best knowledge of the Company, the Company and its Subsidiaries own or have adequate rights to use all items of Intellectual Property utilized in the conduct of the business of the Company and its Subsidiaries as currently conducted or as currently proposed to be conducted, free and clear of all Encumbrances (other than Encumbrances which, individually or in the aggregate, are not expected to have a Material Adverse Effect).

(b) To the best knowledge of the Company, the conduct of the Company's and its Subsidiaries' business and the Intellectual Property owned or used by the Company and its Subsidiaries, do not infringe any Intellectual Property rights or any other proprietary right of any person other than infringements which, individually or in the aggregate, are not expected to have a Material Adverse Effect. The Company and its Subsidiaries have received no notice of any allegations or threats that the Company's and its Subsidiaries' use of any of the Intellectual Property infringes upon or is in conflict with any Intellectual Property or proprietary rights of any third party other than infringements or conflicts which individually or in the aggregate are not expected to have a Material Adverse Effect.

(c) As used in this Agreement, "Intellectual Property" means all of the following: (i) U.S. and foreign registered and unregistered trademarks, trade dress, service marks, logos, trade names, corporate names and all registrations and applications to register

the same (the "Trademarks"); (ii) issued U.S. and foreign patents and pending
patent applications, patent disclosures, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, and extension thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention and like statutory rights (the "Patents"); (iii) U.S. and foreign registered and unregistered copyrights (including, but not limited to, those in computer software and databases) rights of publicity and all registrations and applications to register the same (the "Copyrights"); (iv) all categories of trade secrets as defined in the Uniform Trade Secrets Act including, but not limited to, business information; (v) all licenses and agreements pursuant to which the Company has acquired rights in or to any Trademarks, Patents, rights of publicity or Copyrights, or licenses and agreements pursuant to which the Company has licensed or transferred the right to use any of the foregoing (the "Licenses").

Section 3.14 Employment Matters. Neither the Company nor any of its Subsidiaries has experienced any strikes, collective labor grievances, other collective bargaining disputes or claims of unfair labor practices in the last five years. To the Company's knowledge, there is no organizational effort currently being made or threatened by or on behalf of any labor union with respect to employees of the Company and its Subsidiaries.

Section 3.15 Compliance with Laws. To the best knowledge of the Company, the Company and its Subsidiaries are in material compliance with, and have not violated in any material respect any applicable law, rule or regulation of any United States federal, state, local, or foreign government or agency thereof which affects the business, properties or assets of the Company and its Subsidiaries. No notice, charge, claim, inquiry, investigation action or assertion has been received by the Company or any of its Subsidiaries or has been filed, commenced or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries alleging any such violation. To the knowledge of the Company, all licenses, permits and approvals required under such laws, rules and regulations are in full force and effect except where the failure to be in full force and effect would not have a Material Adverse Effect.

Section 3.16 Vote Required. The affirmative vote of the holders of a majority of the outstanding Shares is the only vote of the holders of any class or series of the Company's capital stock which may be necessary to approve this Agreement or any of the Transactions.

Section 3.17 Environmental Matters. Except as set forth on Section 3.17 of the Disclosure Schedule:

(a) The Company and its Subsidiaries have obtained and currently maintain all material licenses, permits, certificates and other authorizations (the "Environmental Permits") which are currently required with respect to their respective operations under

federal, state, local and foreign laws and regulations now in existence relating to pollution or protection of public or employee health or the environment, including, without limitation, laws and regulations relating to emissions, discharges or releases of any "Hazardous Substance" (as defined below) into the environment (including, without limitation, ambient air, indoor air, surface water, groundwater, drinking water supply, land surface or subsurface strata located both on and off-site) or otherwise relating to the manufacture, processing, distribution, generation, use, removal, abatement, remediation, treatment, storage, disposal, transport, handling, import or export of any Hazardous Substance (the "Environmental Laws"). The term "Hazardous Substance" shall mean any toxic or hazardous substances, constituents, pollutants, contaminants or wastes, including, without limitation, asbestos, polychlorinated biphenyls ("PCB"), petroleum or any petroleum products or wastes regulated under applicable Environmental Laws. The Company has not been notified in writing by any governmental entity that any of the Environmental Permits will or may be revoked, rescinded, annulled or otherwise terminated.

(b) To the best knowledge of the Company, each of the Company and its Subsidiaries is in compliance with the terms and conditions of all applicable Environmental Permits and Environmental Laws.

(c) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, order, investigation, proceeding, notice or demand letter received by or pending or, to the best of the Company's knowledge, threatened against the Company or any Subsidiary under any Environmental Law or any order, decree, judgment or injunction entered or approved under such Environmental Law.

(d) To the knowledge of the Company, there has been no release, storage, treatment or disposal of any Hazardous Substance from, into, at or on any real property owned or leased by the Company or any Subsidiary which has resulted in or would reasonably be expected to result in a material violation by the Company or any Subsidiary under the Environmental Laws.

(e) There are no above- or underground storage tanks or PCB containing transformers on, about or beneath any real property owned or leased by the Company or any Subsidiary, nor were there any at any real property formerly utilized by the Company.

(f) To the knowledge of the Company, there are no conditions on, about, beneath or arising from any real property currently or formerly owned or leased by the Company or any Subsidiary which might, under any Environmental Law, result in any liability or the imposition of a statutory lien, or which would or may require any

"response," "removal" or "remedial action" as defined in any Environmental Law, or any other action, including, without limitation, reporting, monitoring, clean-up or contribution of funds.

(g) The Company has made available to Parent for review copies of all environmental reports or studies in its possession prepared since January 1, 1994.

Section 3.18 Accounts Receivable. All accounts receivable reflected on the Balance Sheet are valid receivables arising in the ordinary course of business, subject to normal reserves for bad debts, returns, allowances and customer promotional allowances reflected on the Balance Sheet, and, to the Company's knowledge, are subject to no setoffs or counterclaims except as reflected on the Balance Sheet. All accounts receivable reflected in the financial or accounting records of the Company that have arisen since December 31, 1996 are valid receivables, arising in the ordinary course of business, subject to normal reserves for bad debts, returns and allowances and, to the Company's knowledge, are subject to no material setoffs or counterclaims except as set forth on the Interim Balance Sheet.

Section 3.19 Inventory. All inventory of the Company is valued on the Company's books and records at the lower of cost or market. Obsolete items and items of below standard quality have been written off or written down to their net realizable value on the books and records of the Company. Subject to reserves reflected on the Balance Sheet and the Interim Balance Sheet, all such inventory consisting of raw materials or packaging is usable in the ordinary course of business, and all such inventory consisting of finished goods is, and all such inventory consisting of work in process will upon completion be, of merchantable quality, meeting all material contractual, and all Food and Drug Administration and Nutrition Labeling and Education Act of 1990 requirements, and is, or in the case of work in process, will be, saleable in the ordinary course of business.

Section 3.20 Product Warranty. Except as set forth on Section 3.20 of the Disclosure Schedule, (a) the Company has not agreed to become or, to its knowledge, otherwise is not responsible for consequential damages (exclusive of responsibilities imposed by law) and has not made any express warranties to third parties with respect to any products created, manufactured, sold, distributed or licensed, or any services rendered, by the Company; (b) there are no warranties (express or implied) outstanding with respect to any such product or products or services other than any such implied by law pursuant to Sections 2-312, 2-313(b) and 2-314 of the UCC or the Company's customer purchase order or contract forms, or the Company's order information forms; (c) there are no material design, manufacturing or other defects, latent or otherwise, with respect to any such products; and (d) such products are nontoxic. The Company has not modified or expanded its warranty obligation to any customer beyond that set forth in the exceptions described above or in Section 3.20 of the Disclosure Schedule. Except as set forth in Section 3.20 of the Disclosure Schedule, no products

have been sold or distributed by the Company under an understanding that such products would be returnable other than in accordance with the Company's written standard returns policy.

Section 3.21 Information in Proxy Statement. The Proxy Statement, if any (or any amendment thereof or supplement thereto), will, at the date mailed to Company stockholders and at the time of the meeting of Company stockholders to be held in connection with the Merger, not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by the Company with respect to statements made therein based on information supplied by Parent or the Purchaser for inclusion in the Proxy Statement. The Proxy Statement will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

Section 3.22 Brokers or Finders; Schedule of Fees and Expenses. Except as set forth in Section 3.22 of the Disclosure Schedule, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company. The Company's current estimate of fees and expenses incurred and to be incurred by the Company in connection with this Agreement and the Transactions (including the fees of the Company's legal counsel) are set forth in Section 3.22 of the Disclosure Schedule.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND THE PURCHASER

To induce the Company to enter into and perform its obligations under this Agreement, the Parent and the Purchaser each hereby represent and warrant to the Company as follows:

Section 4.1 Organization. Each of Parent and the Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

Section 4.2 Authorization; Validity of Agreement. Parent and the Purchaser have full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by Parent and the Purchaser of this Agreement, and the consummation by it of the Transactions, have been duly

authorized by their respective Boards of Directors and no other corporate action on the part of either Parent or the Purchaser is necessary to authorize the execution and delivery by Parent or the Purchaser of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by Parent and the Purchaser and, assuming due and valid authorization, execution and delivery hereof by the Company, is a valid and binding obligation of each of Parent and the Purchaser enforceable against it in accordance with its terms.

Section 4.3 Brokers or Finders. Except for CIBC Wood Gundy Securities Corp., which served as financial advisor to Parent in connection with the Transactions and will receive customary compensation in cash in consideration for its services in such capacity, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or the Purchaser.

Section 4.4 Financing. Parent shall have entered into, furnished to the Company a copy of the Financing Commitment Letter and paid the related Commitment Issuance Fee (as defined in the Financing Commitment Letter). Subject to the terms and conditions specified therein, the Financing Commitment Letter will provide Purchaser with funds sufficient in amount to consummate the Offer and Merger and the transactions contemplated hereby. Parent shall take all actions reasonably required to consummate the transactions contemplated by the Financing Commitment Letter.

ARTICLE V

COVENANTS

Section 5.1 Conduct of Business.

(a) Ordinary Course. During the period from the date of this Agreement to the earlier of the Effective Time of the Merger and the appointment or election of the Purchaser's designees to the Company Board pursuant to Section 1.3 (such earlier time, the "Control Time"), the Company shall, and shall cause its Subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted and, to the extent consistent therewith, use all reasonable efforts to preserve intact their current business organizations, keep available the services of their current officers and employees and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with them to the end that their goodwill and ongoing businesses shall be unimpaired at the Effective Time. Without limiting the generality of the foregoing, except as contemplated by this Agreement or otherwise approved in writing

by Parent, during the period from the date of this Agreement to the Control Time, the Company shall not, and shall not permit any of its Subsidiaries to:

(i) (A) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, other than dividends and distributions by any direct or indirect wholly owned Subsidiary of the Company to its parent, (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its Subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;

(ii) issue, deliver, sell, pledge or otherwise encumber any shares of its capital stock (including shares issued and held in treasury), any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, other than the issuance of Common Stock upon the exercise of Company Options outstanding on the date of this Agreement in accordance with their present terms;

(iii) amend its certificate of incorporation, by-laws or other comparable charter or organizational documents;

(iv) acquire or agree to acquire (A) by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof or (B) any assets that are material, individually or in the aggregate, to the Company and its Subsidiaries taken as a whole, except purchases of inventory in the ordinary course of business consistent with past practice;

(v) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets, except sales of inventory in the ordinary course of business consistent with past practice;

(vi) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any debt securities of another person, enter into any "keep well" or other agreement to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing, except for short-term borrowings incurred in the ordinary course of business consistent with past practice and pursuant to existing agreements not to exceed in the aggregate $250,000, or (B)

make any loans, advances or capital contributions to, or investments in, any other person, other than to the Company or any direct or indirect wholly owned Subsidiary of the Company except for travel advances and loans to employees in amounts not to exceed $10,000 in the aggregate;

(vii) make or agree to make any new capital expenditure or expenditures which, individually, is in excess of $50,000 or, in the aggregate, are in excess of $250,000;

(viii) (A) grant to any officer of the Company or any of its Subsidiaries any increase in compensation, except as was required under employment agreements in effect as of December 31, 1996, (B) grant to any officer of the Company or any of its Subsidiaries any increase in severance or termination pay, except as was required under employment, severance or termination agreements in effect as of December 31, 1996, (C) enter into any employment, severance or termination agreement with any officer of the Company or any of its Subsidiaries or (D) amend any benefit plan in any respect;

(ix) make any change in accounting methods, principles or practices materially affecting the Company's assets, liabilities or business, except insofar as may have been required by a change in generally accepted accounting principles;

(x) pay, discharge, settle or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms;

(xi) except in the ordinary course of business, modify, amend or terminate any material Contract or waive or release or assign any material rights or claims;

(xii) make any material tax election or settle or compromise any material income tax liability; or

(xiii) authorize any of, or commit or agree to take any of, the foregoing actions.

(b) Other Actions. The Company shall not, and shall not permit any
---
of its Subsidiaries to, take any action that would, or that could reasonably be expected to, result in (i) any of the representations and warranties of the Company set forth in this Agreement that are qualified as to materiality becoming untrue, (ii) any of such representations and warranties that are not so qualified becoming untrue in any material respect or (iii) except as otherwise permitted by Section 5.1, any of the conditions to the Offer set forth in Annex A, or any of the conditions to the Merger set forth in Article VI, not being satisfied.

(c) Advice of Changes. The Company shall promptly advise Parent orally and in writing of any change or event having, or which, insofar as can reasonably be foreseen, would have, a Material Adverse Effect.

Section 5.2 Access to Information; Confidentiality.

(a) The Company shall, and shall cause each of its Subsidiaries to, afford to Parent, and to Parent's officers, employees, accountants, counsel, financial advisors and other representatives, reasonable access during normal business hours during the period prior to the Effective Time to all their respective properties, books, contracts, commitments, personnel and records and, during such period, the Company shall, and shall cause each of its Subsidiaries to, furnish promptly to Parent (a) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (b) all other information concerning its business, properties and personnel as Parent may reasonably request. All such information shall be held in accordance with the confidentiality agreements dated June 27, 1994 and August 20, 1997 (together, the "Confidentiality Agreement").

(b) Following the execution of this Agreement, Parent and the Company shall cooperate with each other and make all reasonable efforts to minimize any disruption to the business which may result from the announcement of the Transactions.

Section 5.3 Consents and Approvals.

(a) Each of the Company, Parent and the Purchaser will take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to this Agreement and the Transactions and will promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or any of their Subsidiaries in connection with this Agreement and the Transactions. Each of the Company, Parent and the Purchaser will, and will cause its Subsidiaries to, take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity or other public or private third party required to be obtained or made by Parent, the Purchaser, the Company or any of their Subsidiaries in connection with the Merger or the taking of any action contemplated thereby or by this Agreement.

(b) The Company and Parent shall take all reasonable actions necessary to file as soon as practicable, if applicable, notifications under the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and to respond as

promptly as practicable to any inquiries received from the Federal Trade Commission and the Antitrust Division of the Department of Justice for additional information or documentation and to respond as promptly as practicable to all inquiries and requests received from any State Attorney General or other Governmental Entity in connection with antitrust matters.

Section 5.4 No Solicitation.

(a) The Company shall not, nor shall it permit any officer or director of the Company or any officer or director of its Subsidiaries to, nor shall it authorize or permit, any officer, director or employee of, or any investment banker, attorney or other advisor or representative of, the Company or any of its Subsidiaries to, (i) solicit, initiate or encourage the submission of, any Takeover Proposal (as defined below), (ii) except as provided in Section 5.4(b), enter into any agreement with respect to any Takeover Proposal or (iii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to the Company, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Takeover Proposal; provided, however, that prior to the acceptance for payment of shares of Common Stock pursuant to the Offer, to the extent required by the fiduciary obligations of the Company Board, as determined in good faith by a majority of the members thereof based on the written advice of outside counsel, the Company may, in response to an unsolicited written bona fide Takeover Proposal that contains no financing condition from a person that the Company Board reasonably believes has the financial ability to make a Superior Proposal (as defined in Section 5.4(b)) subject to compliance with Section 5.4(c), furnish non-public information with respect to the Company to such person pursuant to a customary confidentiality agreement and participate in discussions or negotiations with such person. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding sentence by any executive officer or director of the Company or any of its Subsidiaries or any investment banker, attorney or other advisor or representative of the Company or any of its Subsidiaries shall be deemed to be a breach of this Section 5.4(a) by the Company. For purposes of this Agreement, "Takeover Proposal" means any written proposal that contains no financing condition for a merger or other business combination involving the Company or any of its Subsidiaries or any proposal or offer to acquire in any manner, directly or indirectly, more than 20% of the equity securities of the Company or more than 20% of the Company's consolidated total assets, other than the Transactions.

(b) Neither the Company Board nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Parent or the Purchaser, the approval or recommendation by the Company Board or any such committee of the Offer, this Agreement or the Merger or (ii) approve or recommend, or propose to approve or recommend, any Takeover Proposal. Notwithstanding the foregoing, the Company Board, to the extent required by the fiduciary obligations thereof, as determined in good faith by a majority of the members thereof based on the written advice of outside counsel, may approve or recommend (and, in connection therewith withdraw or modify its approval or recommendation of

the Offer, this Agreement or the Merger) a Superior Proposal. For purposes of this Agreement, "Superior Proposal" means a bona fide Takeover Proposal made by a third party on terms which the Company Board determines in its good faith judgment to be more favorable to the Company's stockholders than the Offer and the Merger.

(c) The Company promptly shall advise Parent orally and in writing of any Takeover Proposal or any inquiry with respect to or which could lead to any Takeover Proposal and the identity of the person making any such Takeover Proposal or inquiry. The Company shall keep Parent fully informed of the status and details of any such Takeover Proposal or inquiry. Nothing in this Section 5.4(c) shall require the Company or the Company Board to take any action that the Company Board determines in good faith, based on the written advice of outside counsel, would be inconsistent with the fiduciary duties of the Company Board.

(d) Nothing in this Section 5.4 shall prevent the Company and the Company Board from complying with Rule 14e-2 under the Exchange Act, or issuing a communication meeting the requirements of Rule 14d-9(e) under the Exchange Act, with respect to any tender offer; provided, however, that the Company may not, except as permitted by Section 5.2(b), withdraw or modify its position with respect to the Offer or the Merger or approve or recommend, or propose to approve or recommend, a Takeover Proposal.

Section 5.5 Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, or to remove any injunctions or other impediments or delays, legal or otherwise, to achieve the satisfaction of the Minimum Condition and all conditions set forth in Annex A and Article VI, and to consummate and make effective the Merger and the other transactions contemplated by this Agreement. Without limiting the foregoing, the Company shall, and shall cause its representatives and advisors to, without cost to Parent or Purchaser, assist Parent and Purchaser in connection with their financing of the transactions contemplated hereby, including, without limitation, (i) making available on a timely basis any financial information of the Company and its Subsidiaries that may be requested, (ii) obtaining comfort letters and updates thereof from the Company's independent certified public accountants and opinion letters from the Company's attorneys, with such letters to be in customary form and to cover matters of the type customarily covered by accountants and attorneys in such financing transactions, if applicable, and (iii) making available representatives of the Company and its accountants and attorneys in connection with any such financing, including for purposes of due diligence and marketing efforts related thereto. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of the Company, Parent and the Purchaser shall use all reasonable efforts to take, or cause to be taken, all such neces-

sary actions. The Company shall use its reasonable best efforts to effect the retention of the individuals set forth in Section 5.5 of the Disclosure Schedule as employees of the Company following consummation of the Transactions.

Section 5.6 Publicity. The initial press release with respect to the execution of this Agreement shall be a joint or separate press release(s) acceptable to Parent and the Company. Thereafter, so long as this Agreement is in effect, neither the Company, Parent nor any of their respective affiliates shall issue or cause the publication of any press release or other announcement with respect to the Merger, this Agreement or the other Transactions without the prior consultation of the other party, except as such party believes, after receiving the advice of outside counsel and notification to the other party, may be required by law or by any listing agreement with a national securities exchange or trading market.

Section 5.7 Notification of Certain Matters. The Company shall give prompt notice to Parent and Parent shall give prompt notice to the Company, of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Effective Time and (ii) any material failure of the Company, Parent or the Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.7 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

Section 5.8 Directors' and Officers' Indemnification. For a period of not less than six years from the Effective Time of the Merger, parent will not modify the rights of the officer and directors of the Company and its Subsidiaries set forth on Section 5.8 of the Disclosure Schedule to indemnification and Parent and the Purchaser agree that all rights to indemnification for acts or omissions occurring prior to the Effective Time now existing in favor of the current directors or officers of the Company and its Subsidiaries as provided in their respective certificates or articles of incorporation or organization or by-laws shall survive the Merger and shall continue in full force and effect in accordance with their terms. Notwithstanding anything to the contrary provided herein, an indemnified party shall use his best efforts to obtain indemnification from any source other than Parent or the Purchaser from which he may be entitled thereto before seeking indemnification from Parent or the Purchaser. In the event any action is brought against any indemnified party for which such indemnified party seeks indemnity from Parent or the Purchaser, Parent shall have the right to appoint counsel for such indemnified party in such action and shall be entitled to direct the defense thereof.

ARTICLE VI

CONDITIONS

Section 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part by the Company, Parent or the Purchaser, as the case may be, to the extent permitted by applicable law:

(a) Stockholder Approval. This Agreement shall have been approved and adopted by the requisite vote of the holders of the Shares, if required by applicable law, in order to consummate the Merger.

(b) Statutes; Court Orders. No statute, rule or regulation shall have been enacted or promulgated by any governmental authority which prohibits the consummation of the Merger; and there shall be no order or injunction of a court of competent jurisdiction in effect precluding consummation of the Merger.

(c) Purchase of Shares in Offer. Parent, the Purchaser or their affiliates shall have purchased Shares pursuant to the Offer, except that this condition shall not apply if Parent, the Purchaser or their affiliates shall have failed to purchase Shares pursuant to the Offer in breach of their obligations under this Agreement.

(d) HSR Act. The waiting period (and any extension thereof) applicable to the Merger under the HSR Act, if any, shall have been terminated or shall have expired.

Section 6.2 Condition to Parent's and the Purchaser's Obligations to Effect the Merger. The obligations of Parent and the Purchaser to consummate the Merger are further subject to the fulfillment of the condition that all actions contemplated by Section 2.4 hereof shall have been taken, which may be waived in whole or in part by Parent and the Purchaser.

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the Transactions contemplated herein may be abandoned at any time prior to the Effective Time, whether before or after stockholder approval thereof:

(a) By the mutual written consent of Parent and the Company.

(b) By either of the Company or Parent:

(i) if the Offer shall have expired without any Shares being purchased therein; provided, however, that the right to terminate this Agreement under this Section 7.1(b)(i) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of Parent or the Purchaser, as the case may be, to purchase the Shares pursuant to the Offer on or prior to such date;

(ii) if any Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the acceptance for payment of, or payment for, Shares pursuant to the Offer or the Merger and such order, decree, ruling or other action shall have become final and non-appealable; or

(iii) if the Offer has not been consummated prior to November 30, 1997; provided, that the right to terminate this Agreement under this Section 7.1(b)(iii) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of Parent or the Purchaser, as the case may be, to purchase Shares pursuant to the Offer on or prior to such date.

(c) By the Company if (x) to the extent permitted by Section 5.4(b), the Company Board approves or recommends a Superior Proposal and (y) the Company has paid to the Parent an amount in cash equal to the sum of the Termination Fee (as defined in Section 8.1(b)); or

(d) By Parent:

(i) if, due to an occurrence, not involving a breach by Parent or the Purchaser of their obligations hereunder, which makes it impossible to satisfy any of the conditions set forth in Annex A hereto, Parent, the Purchaser, or any of their affiliates shall have failed to commence the Offer, and shall have delivered written notice to the Company specifying the reason or reasons the Offer has not been commenced and indicating that Parent is terminating this Agreement pursuant to this Section 7.1(d)(i), on or prior to five business days following the date of the initial public announcement of the Offer;

(ii) if prior to the purchase of Shares pursuant to the Offer, the Company shall have breached any representation, warranty, covenant or other

agreement contained in this Agreement which (A) would give rise to the failure of a condition set forth in Annex A hereto and (B) cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to the Company; or

(iii) if either Parent or the Purchaser is entitled to terminate the Offer as a result of the occurrence of any event set forth in paragraphs (d), (f) and (g) of Annex A hereto.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement pursuant to its terms, written notice thereof shall forthwith be given to the other party or parties specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void, and there shall be no liability on the part of the Parent, the Purchaser or the Company except (A) for fraud or for willful breach of this Agreement and (B) as set forth in Section 3.22, the last sentence of Section 5.2(a), this Section 7.2, Section 8.1 and Article VIII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Fees and Expenses.

(a) Except as contemplated by this Agreement, all fees and expenses incurred in connection with the Offer, the Merger, this Agreement and the Transactions shall be paid by the party incurring such fees or expenses, whether or not the Offer or the Merger is consummated.

(b) The Company shall pay to Parent, upon demand a fee of $1 million (the "Termination Fee"), payable in same day funds, if (A) after the date of this Agreement, any person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) shall have publicly made a Takeover Proposal, (B) the Offer shall have remained open until at least the scheduled expiration date immediately following the date such Takeover Proposal is made (and in any event for at least ten business days following the date such Takeover Proposal is made), (C) the Minimum Condition shall not have been satisfied at the expiration of the Offer, (D) this Agreement shall thereafter be terminated pursuant to Section 7.1(b)(i), and (E) the Company Board, within 10 business days after the public announcement of the Takeover Proposal, either fails to recommend against acceptance of such Takeover Proposal by the Company's stockholders or announces that it takes no position with respect to the acceptance of such Takeover Proposal by the Company's stockholders.

(c) If (x) the Company shall terminate this Agreement pursuant to Section 7.1(c), (y) Parent shall terminate this Agreement pursuant to Section 7.1(d)(iii) hereof, or (z) either the Company or Parent terminates this Agreement pursuant to Section 7.1(b)(i) as a result of the existence of any condition set forth in paragraph (d) of Annex A; the Company shall pay to Parent, an amount (the "Expense Reimbursement Amount") equal to $200,000, which shall be payable in same day funds. The equal Expense Reimbursement Amount shall be paid concurrently with any such termination. Parent shall reimburse the Company to the extent such Expense Reimbursement Amount exceeds its actual expenses.

(d) If Parent shall terminate this Agreement upon failure by Parent to satisfy the Financing Condition, Parent shall pay to the Company an amount equal to $100,000, which shall be payable in same day funds (the "Company Reimbursement Amount"); provided, however, Parent and Purchaser shall not be obligated to pay the Company Reimbursement Amount if such failure to satisfy the Financing Condition is due to the failure by the Company to fulfill its obligations under this Agreement or satisfy the conditions precedent applicable to the Company, if any, to the Financing set forth in the Financing Commitment Letter.

(e) Notwithstanding the foregoing, the aggregate payment by the Company pursuant to Section 8.1(b) and 8.1(c) shall not exceed $1 million.

Section 8.2 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after any vote of the shareholders of the Company contemplated hereby, by written agreement of the parties hereto, by action taken by their respective Boards of Directors (which in the case of the Company shall include approvals as contemplated in Section 1.3(b)), at any time prior to the Closing Date with respect to any of the terms contained herein; provided, however, that after the approval of this Agreement by the stockholders of the Company, no such amendment, modification or supplement shall reduce the amount or change the form of the Merger Consideration.

Section 8.3 Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time.

Section 8.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or the Purchaser, to:

The Hain Food Group, Inc.
50 Charles Lindbergh Boulevard
Uniondale, New York 11553
Attention: President
Telephone No.: (516) 237-6200
Telecopy No.: (516) 237-6240

with a copy to:
Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Attention: Roger Meltzer, Esq.
Telephone No.: (212) 701-3000
Telecopy No.: (212) 269-5420

and

(b) if to the Company, to:

Westbrae Natural, Inc.
1065 East Walnut Street
Carson, California 90746
Attention: President
Telephone No.: (800) 776-1276
Telecopy No.: (310) 886-8219

with a copy to:

Law Offices of Jay J. Miller, Esq
430 East 57th Street, Suite 5D
New York, New York 10022
Attention: Jay Miller, Esq.
Telephone number: (212) 758-5577
Telecopy number: (212) 758-0624

Section 8.5 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement they

shall be deemed to be followed by the words "without limitation." As used in this Agreement, the term "affiliates" shall have the meaning set forth in Rule 12b-2 of the Exchange Act.

Section 8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 8.7 Entire Agreement; No Third Party Beneficiaries. This Agreement and the Confidentiality Agreement (including the documents and the instruments referred to herein and therein) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 8.8 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court asking such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

Section 8.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written content of the other parties, except that the Purchaser may assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to Parent or to any direct or indirect wholly owned Subsidiary of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Parent, the Purchaser and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

THE HAIN FOOD GROUP, INC.

By: /s/ Irwin D. Simon

Name: Irwin D. Simon
Title: President and Chief Executive Officer

HAIN ACQUISITION CORP.

By: /s/ Irwin D. Simon

Name: Irwin D. Simon
Title: President

WESTBRAE NATURAL, INC.

By: /s/ B. Allen Lay

Name: B. Allen Lay
Title: President

CERTAIN CONDITIONS OF THE OFFER

Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) the Purchaser's rights to extend and amend the Offer at any time in its sole discretion (subject to the provisions of the Agreement), the Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any tendered Shares, and may terminate or amend the Offer as to any Shares not then paid for, if (i) there shall have been validly tendered and not withdrawn prior to the expiration of the Offer less than a majority of the issued and outstanding Common Stock on a fully-diluted basis (the "Minimum Condition") ("fully-diluted basis" means all outstanding shares after giving effect to the exercise or conversion of all options, rights and securities exercisable or convertible into such Shares) (ii) the Financing Condition has not been satisfied or (iii) at any time on or after the date of the Agreement and before the time of acceptance for payment for any such Shares, any of the following events shall have occurred:

(a) there shall be threatened or pending any suit, action or proceeding by any Governmental Entity against the Purchaser, Parent, the Company or any Subsidiary of the Company (i) seeking to prohibit or impose any material limitations on Parent's or the Purchaser's ownership or operation (or that of any of their respective Subsidiaries or affiliates) of all or a material portion of their or the Company's businesses or assets, or to compel Parent or the Purchaser or their respective Subsidiaries and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Parent and their respective Subsidiaries, in each case taken as a whole, (ii) challenging the acquisition by Parent or the Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other transactions contemplated by the Agreement, or seeking to obtain from the Company, Parent or the Purchaser any damages that are material in relation to the Company and its Subsidiaries taken as a whole, (iii) seeking to impose material limitations on the ability of the Purchaser, or render the Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (iv) seeking to impose material limitations on the ability of Purchaser or Parent effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters

properly presented to the Company's stockholders, or (v) which otherwise is reasonably likely to have a Material Adverse Effect;

(b) there shall be any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated, or deemed applicable, pursuant to an authoritative interpretation by or on behalf of a Government Entity, to the Offer or the Merger, or any other action shall be taken by any Governmental Entity that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) there shall have occurred any other event, change or effect after the date of the Agreement which, either individually or in the aggregate, would have, or be reasonably likely to have, a Material Adverse Effect;

(d) (i) the Company Board or any committee thereof shall have withdrawn or modified in a manner adverse to Parent or the Purchaser its approval or recommendation of the Offer, the Merger or the Agreement, or approved or recommended any Takeover Proposal or (ii) the Company Board or any committee thereof shall have resolved to do any of the foregoing;

(e) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or in the London Stock Exchange, for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iii) a commencement of war, armed hostilities or other international or national calamity directly or indirectly involving the United States, (iv) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit generally by banks or other financial institutions or (v) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(f) any of the representations and warranties of the Company set forth in this Agreement that are qualified as to materiality shall not be true and correct in any material respect and any such representations and warranties that are not so qualified shall not be true and correct, in each case as if such representations and warranties were made as of such time;

(g) the Company shall have failed to perform in any material respect any obligation or to comply in any material respect with any agreement or covenant of the

Company to be performed or complied with by it under this Agreement and such failure would result in a Material Adverse Effect;

(h) any person acquires beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act), of at least 20% of the outstanding Common Stock of the Company (other than any person not required to file a Schedule 13D under the rules promulgated under the Exchange Act); or

(i) the Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Parent and the Purchaser, may be asserted by Parent or the Purchaser regardless of the circumstances giving rise to such condition (including any action or inaction by Parent or the Purchaser not in violation of the Agreement) and may be waived by Parent or the Purchaser in whole or in part at any time and from time to time in the sole discretion of Parent or the Purchaser, subject in each case to the terms of the Agreement. The failure by Parent or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

EXHIBIT (c)(2)

STOCKHOLDERS AGREEMENT

STOCKHOLDERS AGREEMENT, dated as of September 11, 1997, among The Hain Food Group, Inc., a Delaware corporation ("Parent"), Hain Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent (the "Purchaser"), and the Stockholders of Westbrae Natural, Inc., a Delaware corporation (the "Company"), set forth on the signature page hereto (collectively referred to herein as the "Stockholders" and each, a "Stockholder").

W I T N E S S E T H:

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Purchaser and the Company have entered into an Agreement and Plan of Merger (as such Agreement may hereafter be amended from time to time, the "Merger Agreement"), pursuant to which Purchaser will be merged with and into the Company (the "Merger");

WHEREAS, in furtherance of the Merger, Parent and the Company desire that as soon as practicable (and not later than five business days) after the execution and delivery of the Merger Agreement, the Purchaser shall commence a cash tender offer (the "Offer") to purchase at a price of $3.625 per share all outstanding shares of Company Common Stock (as defined in Section 1 hereof); and

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Parent has required that the Stockholders agree, and the Stockholders have agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) "Acquisition Proposal" shall mean a Takeover Proposal (as defined in the Merger Agreement) but shall exclude, for purposes of determining any action to be taken or refrained from by any Stockholder in accordance with this Agreement, any Superior Proposal (as defined in the Merger Agreement) which such Stockholder, in his capacity as a director, would be required to approve or recommend in accordance with his fiduciary duties.

(b) "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean having 'beneficial ownership' of such securities (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), including pursuant to any agreement, arrangement or understanding, whether or not in writing. Without duplicative counting of the same securities by the same holder, securities Beneficially Owned by a Person shall include securities Beneficially Owned by all other Persons with whom such Person would constitute a "group" as within the meaning of Section 13(d)(3) of the Exchange Act.

(c) "Company Common Stock" shall mean at any time the common stock, $.01 par value, of the Company.

(d) "Person" shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity.

(e) Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Merger Agreement.

2. Tender of Shares.

(a) In order to induce Parent and the Purchaser to enter into the Merger Agreement, each of the Stockholders hereby agrees to validly tender (or cause the record owner of such shares to validly tender), and not to withdraw, pursuant to and in accordance with the terms of the Offer, not later than the fifth business day after commencement of the Offer pursuant to Section 1.1 of the Merger Agreement and Rule 14d-2 under the Exchange Act, the number of shares of Company Common Stock set forth opposite such Stockholder's name under the caption ''Tender Shares'' on Schedule I hereto, all of which are Beneficially Owned by such Stockholder. Each Stockholder hereby acknowledges and agrees that Parent's and the Purchaser's obligation to accept for payment and pay for the Shares in the Offer, including the Shares Beneficially Owned by such Stockholder, is subject to the terms and conditions of the Offer. The total number of shares of Company Common Stock set forth opposite such Stockholder's name on Schedule I under the caption ''Total Shares", and together with any shares acquired by such Stockholder in any capacity after the date hereof and prior to the termination of this Agreement whether upon the exercise of options or by means of purchase, dividend, distribution, gift or otherwise, are referred to herein as the "Shares".

(b) The transfer by the Stockholders of the Shares to Purchaser in the Offer shall pass to and unconditionally vest in the Purchaser good and valid title to the Tender Shares, free and clear of all Encumbrances and all preemptive or other rights whatsoever, except for any Encumbrances or rights arising hereunder.

(c) The Stockholders hereby permit Parent and the Purchaser to publish and disclose in the Offer Documents and, if approval of the Company's Stockholders is required under applicable law, the Proxy Statement (including all documents and schedules filed with the SEC) their identity and ownership of the Company Common Stock and the nature of their commitments, arrangements and understandings under this Agreement.

3. Additional Agreements.

(a) Voting Agreement. During the Term (as defined in Section 8 herein), each Stockholder shall, at any meeting of the holders of Company Common Stock, however called, or in connection with any written consent of the holders of Company Common Stock, vote (or cause to be voted) the Shares (if any) then held of record or Beneficially Owned by such Stockholder, (i) in favor of the Merger, the execution and delivery by the Company of the Merger Agreement and the approval of the terms thereof and each of the other actions contemplated by the Merger Agreement and this Agreement and any actions required in furtherance thereof and hereof; and (ii) against any Acquisition Proposal and against any action or agreement that would impede, frustrate, prevent or nullify this Agreement, or result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or which would result in any of the conditions set forth in Annex A to the Merger Agreement or set forth in Article VI of the Merger Agreement not being fulfilled. The parties hereto agree and acknowledge that nothing in this Section 3 or any other part of this Agreement shall be construed as requiring any Stockholder who also is a director of the Company to propose, endorse, approve or recommend the Merger Agreement or any transaction contemplated thereby in such Stockholder's capacity as a director of the Company in any manner inconsistent with his fiduciary duties as director.

(b) No Inconsistent Arrangements. Each of the Stockholders hereby covenants and agrees that, except as contemplated by this Agreement and the Merger Agreement, during the Term it shall not (i) tender, or consent to any tender of, any or all of such Stockholder's Shares, pursuant to any Acquisition Proposal, (ii) transfer (which term shall include, without limitation, any sale, gift, pledge or other disposition), or consent to any transfer of, any or all of such Stockholder's Shares, Company Options or any interest therein, (iii) enter into any contract, option or other agreement or understanding with respect to any transfer of any or all of such Shares, Company Options or any interest therein, (iv) grant any proxy, power-of-attorney or other authorization in or with respect to such Shares or Company Options, (v) deposit such Shares or Company Options into a voting trust or enter into a voting agreement or arrangement with respect to such Shares or Company Options, or (vi) take any other action that would in any way restrict, limit or interfere with the performance of its obligations hereunder or the transactions contemplated hereby or by the Merger Agreement. Without limiting the foregoing sentence, each of the Stockholders hereby covenants and

agrees to be bound by the provisions of Section 5.4(a) of the Merger Agreement to the same extent as the Company.

(c) Grant of Irrevocable Proxy; Appointment of Proxy.

(i) Each Stockholder hereby irrevocably grants to, and appoints, Parent and B. Irwin D. Simon (as President and Chief Executive Officer) and Jack Kaufman (as Chief Financial Officer), or either of them, in their respective capacities as officers of Parent, and any individual who shall hereafter succeed to any such office of Parent, and each of them individually, such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote such Stockholder's Shares, or grant a consent or approval in respect of the Shares in favor of the various transactions contemplated by the Merger Agreement (the "Transactions") and against any Acquisition Proposal.

(ii) Each Stockholder represents that any proxies heretofore given in respect of such Stockholder's Shares are not irrevocable, and that any such proxies are hereby revoked.

(iii) Each Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement. Each Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3(c) is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder under this Agreement. Each Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. Each Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof.

(d) Company Options. Each of the Stockholders that holds Company Options to acquire shares of Company Common Stock, as identified on the signature pages hereof, shall, if requested by the Company, consent to the cancellation of such Stockholder's Company Options in accordance with the terms of the Merger Agreement and shall execute all appropriate documentation in connection with such cancellation or substitution.

(e) Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Merger Agreement. Each party shall promptly consult with the other and provide any necessary information and material with respect to all filings made by such party

with any Governmental Entity in connection with this Agreement and the Merger Agreement and the transactions contemplated hereby and thereby.

(f) Waiver of Rights to Dissent. Each Stockholder hereby waives any rights of appraisal or rights to dissent from the Merger that such Stockholder may have.

4. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

(a) Ownership of Shares. Such Stockholder is the record and Beneficial Owner of the Shares, as set forth on Schedule I. On the date hereof, the Total Shares set forth next to such Stockholder's name on Schedule I hereto constitute all of the Shares owned of record or Beneficially Owned by such Stockholder. Such Stockholder has sole voting power and sole power to issue instructions with respect to the matters set forth in Sections 2 and 3 hereof, sole power of disposition, sole power of conversion, sole power to demand appraisal rights and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Tender Shares set forth next to such Stockholder's name on Schedule I hereto with no limitations, qualifications or restrictions on such rights, subject to applicable securities laws and the terms of this Agreement.

(b) Power; Binding Agreement. Such Stockholder has the legal capacity, power and authority to enter into and perform all of such Stockholder's obligations under this Agreement. The execution, delivery and performance of this Agreement by such Stockholder will not violate any other agreement to which such Stockholder is a party including, without limitation, any voting agreement, proxy arrangement, pledge agreement, Stockholders agreement or voting trust. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder, enforceable against such Stockholder in accordance with its terms. There is no beneficiary or holder of a voting trust certificate or other interest of any trust of which such Stockholder is a trustee whose consent is required for the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

(c) No Conflicts. Except for filings under the HSR Act, if applicable, and the Exchange Act, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Entity for the execution of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby and (ii) none of the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated hereby or compliance by such Stockholder with any of the provisions hereof shall (A) conflict with

or result in any breach of any organizational documents applicable to the Stockholder, (B) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, license, contract, commitment, arrangement, understanding, agreement or other instrument or obligation of any kind to which such Stockholder is a party or by which such Stockholder or any of its properties or assets may be bound, or (C) violate any order, writ, injunction, decree, judgment, order, statute, rule or regulation applicable to such Stockholder or any of its properties or assets.

(d) No Encumbrances. Except as permitted by this Agreement, the Shares and the certificates representing such Shares are now, and at all times during the term hereof will be, held by such Stockholder, or by a nominee or custodian for the benefit of such Stockholder, free and clear of all Encumbrances, proxies, voting trusts or agreements, understandings or arrangements or any other rights whatsoever, except for any such Encumbrances or proxies arising hereunder.

(e) No Finder's Fees. Except as set forth in the Merger Agreement, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

(f) Reliance by Parent. Each Stockholder understands and acknowledges that Parent is entering into, and causing Purchaser to enter into, the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement.

5. Representations and Warranties of Parent and the Purchaser. Each of Parent and the Purchaser hereby represents and warrants to the Stockholders as follows:

(a) Power; Binding Agreement. Parent and the Purchaser each has the corporate power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by each of Parent and the Purchaser will not violate any other agreement to which either of them is a party. This Agreement has been duly and validly executed and delivered by each of Parent and the Purchaser and constitutes a valid and binding agreement of each of Parent and the Purchaser, enforceable against each of Parent and the Purchaser in accordance with its terms.

(b) No Conflicts. Except for filings under the HSR Act, if applicable, and the Exchange Act, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary for the execution of this Agreement by each of Parent and the Purchaser and the consummation by each of Parent and the Purchaser of the transactions contemplated hereby and (ii) none of the execution and delivery of this Agreement by each of Parent and the Purchaser, the consummation by each of Parent and the Purchaser of the transactions contemplated hereby or compliance by each of Parent and the Purchaser with any of the provisions hereof shall (A) conflict with or result in any breach of any organizational documents applicable to either of Parent or the Purchaser, (B) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, license, contract, commitment, arrangement, understanding, agreement or other instrument or obligation of any kind to which either of Parent or the Purchaser is a party or by which either of Parent or the Purchaser or any of their properties or assets may be bound, or (C) violate any order, writ, injunction, decree, judgment, order, statute, rule or regulation applicable to either of Parent or the Purchaser or any of their properties or assets.

6. Further Assurances. From time to time, at the other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further lawful action as may be necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

7. Stop Transfer. The Stockholders shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any of the Shares, unless such transfer is made in compliance with this Agreement. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term 'Shares' shall refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

8. Termination. The covenants and agreements contained herein with respect to the Shares shall terminate upon the earlier of the consummation of the Merger and four months following the termination of the Merger Agreement in accordance with its terms (the period during which this Agreement is in effect being referred to herein as the "Term"); provided, however, in the event the Merger Agreement is terminated by the Company in accor-

dance with Section 7.1(c) of the Merger Agreement, this Agreement shall terminate on the date of termination of the Merger Agreement.

9. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(b) Binding Agreement. This Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person or entity to which legal or beneficial ownership of such Shares shall pass, whether by operation of law or otherwise, including, without limitation, a Stockholder's heirs, guardians, administrators or successors. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations of the transferor under this Agreement.

(c) Indemnity. Each Stockholder will be indemnified under this Agreement to the extent such Stockholder shall be indemnified in his capacity as a director of the Company under Section 5.8 of the Merger Agreement; provided, in the event any action is brought against any indemnified party for which such indemnified party seeks indemnity from Parent or the Purchaser, Parent shall have the right to appoint counsel for such indemnified party in such action and shall be entitled to direct the defense thereof.

(d) Assignment. This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the other parties, provided that Parent may assign, in its sole discretion, its rights and obligations hereunder to any direct or indirect wholly owned subsidiary of Parent, but no such assignment shall relieve Parent of its obligations hereunder if such assignee does not perform such obligations.

(e) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(f) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if given) by hand delivery or telecopy (with a confirmation copy sent for next day delivery via courier service, such as Federal Express), or by any courier service, such as Federal Express, providing proof of delivery. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to a Stockholder: to such Stockholder's address set forth on Schedule I hereto

If to Parent or the Purchaser: The Hain Food Group, Inc.
50 Charles Lindbergh Boulevard
Uniondale, New York 11553
Attention: President
Telephone No.: (516) 237-6200
Telecopy No.: (516) 237-6240

copy to: Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Attention: Roger Meltzer, Esq.
Telephone No.: (212) 701-3000
Telecopy No.: (212) 269-5420

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

(g) Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(h) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damages for which it would not have an adequate remedy at law for money damages, and therefore in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(i) Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(j) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(k) No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person or entity who or which is not a party hereto.

(l) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

(m) Jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of the State of New York and the United States District Court for the Southern District of New York in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein). Each party hereto hereby waives any right to a trial by jury in connection with any such action, suit or proceeding.

(n) Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(o) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

PARENT

THE HAIN FOOD GROUP, INC.

By: /s/ Irwin D. Simon

Name: Irwin D. Simon
Title: President and Chief Executive Officer

PURCHASER

HAIN ACQUISITION CORP.

By: /s/ Irwin D. Simon

Name: Irwin D. Simon
Title: President

STOCKHOLDERS

DELAWARE STATE EMPLOYEES' RETIREMENT FUND

By: /s/ Robert J. Cresci

Name:
Title:

THE DECLARATION OF TRUST FOR THE
DEFINED BENEFIT PLANS OF ICI
AMERICAN HOLDINGS INC.

By: /s/ Robert J. Cresci

Name:
Title:

THE DECLARATION OF TRUST FOR THE DEFINED BENEFIT
PLANS OF ICI ZENECA HOLDINGS INC.

By: /s/ Robert J. Cresci

Name:
Title:

BACCHARIS CAPITAL, INC.

By: /s/ F. Noel Perry

Name:
Title:

PRINCETON/MONTROSE PARTNERS

By: /s/ Donald R. Stroben

Name:
Title:

SOUTHERN CALIFORNIA VENTURES II

By: /s/ B. Allen Lay

Name:
Title:

NATURAL VENTURE PARTNERS I

By: /s/ Anthony J. Harnett

Name:
Title:

/s/ Robert J. Cresci

Robert J. Cresci

/s/ Allen Dalfen

Allen Dalfen

/s/ Anthony J. Harnett

Anthony J. Harnett

/s/ Allen Lay

B. Allen Lay

/s/ Jay J. Miller

Jay J. Miller

/s/ Stephen P. Monticelli

Stephen P. Monticelli

/s/ F. Noel Perry

F. Noel Perry

/s/ Harry W. Poett III

Harry W. Poett III

/s/ Donald R. Stroben

Donald R. Stroben

/s/ Stephen Schorr

Stephen Schorr

Schedule I

Name of Stockholder	Number of Shares and Company Options Beneficially Owned: Total Shares	Tender Shares	Company Options
Delaware State Employees' Retirement Fund	983,940	983,940	-
The Declaration of Trust for the Defined Benefit Plans of ICI American Holdings Inc.	231,929	231,929	-
The Declaration of Trust for the Defined Benefit Plans of ICI Zeneca Holdings Inc.	189,760	189,760	-
Baccharis Capital, Inc.	702,814	702,814	-
Princeton/Montrose Partners	548,016	548,016	-
Southern California Ventures II	365,345	365,345	-
Natural Venture Partners I	351,407	351,407	-
Robert J. Cresci	1,405,629	-	20,000
Allan Dalfen	589,155	589,155	20,000
Anthony Harnett	351,407	-	20,000
B. Allen Lay	388,9126	23,571	300,000
Jay J. Miller	85,144	85,144	20,000
Stephen P. Monticelli	10,000	10,000	20,000
F. Noel Perry	702,814	-	20,000
Henry W. Poett III	8,786	8,786	20,000
Donald R. Stroben	548,016	-	20,000
Stephen Schorr	8,786	8,786	60,000
Total		4,098,654	520,000

EXHIBIT (c)(3)

[Vestro Natural Foods, Inc. Letterhead]

June 27, 1994

Kineret Acquisition Corp.
24 Jericho Turnpike
Jericho, NY 11753-1031

Attention: Irwin Simon, President and
Andrew R. Heyer, Chairman of the Board

Gentlemen:

In connection with your consideration of a possible transaction with Vestro Foods Inc. (collectively with any subsidiaries, the "Company") pursuant to which you would, among other things, (i) merge with or purchase all of the outstanding stock or substantially all of the assets of the Company, or (ii) form a joint venture with the Company; or (iii) pursue a minority investment or partnership or any similar transaction (the "Transaction"), you have requested financial and other information concerning the business and affairs of the Company. In consideration of furnishing you and your directors, officers, employees, agents, advisors and potential financing sources (collectively, "Representatives") such financial and other information, you agree to treat, and to cause your Representatives to treat, such information furnished to you by or on behalf of the Company or its Representatives and all analyses, complications, studies and other material containing or reflecting, in whole or in part, any such information whether prepared by the Company, you and/or your Representatives (collectively, "Evaluation Material"), as follows:

1. You recognize and acknowledge the competitive value and confidential nature of the Evaluation Material and the damage that could result to the Company if any information contained therein is disclosed to any third party or used by you for any purpose other than to evaluate a possible Transaction.

2. The term "Evaluation Material" does not include any information which (a) has been made public other than by acts by you or your Representatives in violation of this agreement (b) becomes available to you on a nonconfidential basis from a source that is entitled to disclose it on a nonconfidential basis.

3. You agree that the Evaluation Material will be used solely for the purpose of evaluating the Transaction. You agree not to disclose any of the Evaluation Material to any of your employees, officers, directors or affiliates or to any third party without the prior written consent of the Company, except that you may disclose the Evaluation Material or portions thereof solely to such of your employees, officers, and directors and to such employees, officers, directors of your Representatives who need to know such information (and who agree to use such information solely) for the purpose of evaluating the Transaction, which individuals shall agree that you will be responsible for the breach of the Agreement by any of your Representatives.

4. In the event that you or your Representatives are requested in any proceeding to disclose any Evaluation Material, unless prohibited by law, you will give the Company prompt notice of such request so that the Company may seek an appropriate protective order. If, in the absence of a protective order, you or your Representatives are nonetheless legally compelled to disclose such information to the extent compelled to do so in such proceeding, without liability hereunder, you will, unless prohibited by law, give the Company written notices of the information to be disclosed as far in advance of its disclosure as is practicable.

5. Without the prior written consent of the Company, you and your Representatives will not disclose to any person either the fact that discussions or negotiations are taking concerning a possible transaction involving the company or any of the terms, conditions or other facts with respect to any such possible transaction including the status thereof, or the subject matter of this agreement; provided, that you may make such disclosure if you have received an opinion of counsel that such disclosure must be made by you in order that you not commit a violation of law.

6. You understand and agree that the Company shall be free to conduct the process relating to the Transaction as it in its sole discretion shall determine (including, without limitation, negotiating with any prospective party and entering into an agreement to effect a Transaction without notice to you or any

other person) and, (ii) any procedures relating to any such Transaction may be changed by the Company at any time without notice to you or any other person.

7. In the event that a Transaction is not consummated, neither you or your Representatives shall without the prior written consent of the Company, use any of the Evaluation Material for any purpose and you will promptly return to the Company upon written request all copies of all Evaluation Material furnished to you or your Representatives and will return or destroy all analyses, compilations, studies and other material prepared by you or your Representatives based in whole or in part on the Evaluation Material.

8. You understand that neither the Company nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material and you agree that neither the Company nor any of its Representatives shall have any liability to your or any other party resulting from any use or reliance on the Evaluation Material. Only the representations and warranties and other terms and conditions of a Purchase Agreement, when, as and if it is executed and delivered (and subject to the restrictions and conditions specified therein) shall have any legal effect.

9. You agree that for period of one year from the date hereof neither you nor any of your affiliates or agents will, without the prior written consent of the Company, solicit the employment of any person who is at the time an employee of the Company.

10. You agree that money damages would not be a sufficient remedy for any breach of this agreement by you or your Representatives, and that, in addition to all other remedies, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and you further agree to waive, and to use your best efforts to cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy. You agree to be responsible for any breach of this agreement by any of your Representatives.

11. No failure or delay by either party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof no shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No provision of this agreement may be waived or amended nor any consent given except by writing signed by duly authorized representative of each party, which specifically refers to this agreement and provision so amended or for which such waiver or consent is given. In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

12. This agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law doctrines. Each party hereto consents to personal jurisdiction in such State and voluntarily submits to the jurisdiction of the courts of such State in any action or proceeding with respect to this agreement, including the federal district courts of such State in any action or proceeding with respect to this agreement, including the federal district courts located in such State. You agree that you may be served with process at your address set forth on the first page hereof.

All inquiries, request for information and other communications with the Company shall be made through Allan Dalfen or Stephen Schorr. Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to us.

Very truly yours,

Stephen Schorr
Vice President, Finance

Executed and Agreed

This 27 day of June, 1994.

Kineret Acquisition Corp.

By: Irwin D. Simon
_____

Its: President
_____

EXHIBIT (c)(4)

[WESTBRAE NATURAL, INC. LETTERHEAD]

August 20, 1997

The Hain Food Group
50 Charles Lindbergh Blvd.
Uniondale, NY 11533

Attention: Irwin Simon, President and
Andrew R. Heyer, Chairman of the Board

Gentlemen:

In connection with your consideration of a possible transaction with Westbrae Natural, Inc. (collectively with any subsidiaries, the "Company") or its shareholders pursuant to which you would, among other things, tender for, merge with or purchase all of the outstanding stock or all or substantially all of the assets of the Company, or any similar transaction (the "Transaction"), you have requested financial and other information concerning the business and affairs of the Company. In consideration of furnishing you and your directors, officers, employees, agents, advisors and financing sources (collectively, "Representatives") such financial and other information, you agree to treat, and to cause your Representatives to treat, such information furnished to you by or on behalf of the Company or its Representatives and all analyses, compilations, studies and other material containing or reflecting, in whole or in part, any such information whether prepared by the Company, you and/your Representatives (collectively, "Evaluation Material"), as follows:

1. You recognize and acknowledge the competitive value and confidential nature of the Evaluation Material and the damage that could result to the Company if any information contained therein is disclosed to any third party or used by you for any purpose other than to evaluate a possible Transaction.

2. The term "Evaluation Material" does not include any information which (a) has been made public other than by acts by you or your Representatives in violation of this Agreement or (b) becomes available to you on a nonconfidential basis from a source that is entitled to disclose it on a nonconfidential basis.

3. You agree that the Evaluation Material will be used solely for the purpose of evaluating the Transaction. You agree not to disclose any of the Evaluation Material to any of your employees, officers, directors or affiliates or to any third party without the prior written consent of the Company, except that you may disclose the Evaluation Material or portions thereof solely to such of your employees, officers, and directors and to such employees, officers, directors of your Representatives who need to know such information (and who agree to use such information solely) for the purpose of evaluating the Transaction, which individuals shall agree to be bound by this Agreement and not to use or disclose any of the Evaluation Material to any other party. You agree that you will be responsible for any breach of this Agreement by any of your Representatives.

4. In the event that you or your Representatives are requested in any proceeding to disclose any Evaluation Material, unless prohibited by law, you will give the Company prompt notice of such request so that the Company may seek an appropriate protective order. If, in the absence of a protective order, you or your Representatives are nonetheless legally compelled to disclose such information to the extent compelled to do so in such proceeding, without liability hereunder, you will, unless prohibited by law, give the Company written notice of the information to

be disclosed as far in advance of its disclosure as is practicable.

5. Without the prior written consent of the Company, you and your Representatives will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction involving the Company or any of the terms, conditions or other facts with respect to any such possible transaction including the status thereof, or the subject matter of this agreement; provided, that you may make such disclosure if you have received an opinion of counsel that such disclosure must be made by you in order that you not commit a violation of law.

6. You understand and agree that the Company shall be free to conduct the process relating to the Transaction as it in its sole discretion shall determine (including, without limitation, negotiating with any prospective party and entering into an agreement to effect a Transaction without notice to you or any other person) and, (ii) any procedures relating to any such Transaction may be changed by the Company at any time without notice to you or any other person.

7. In the event that a Transaction is not consummated, neither you nor any of your Representatives without the prior written consent of the Company, shall use any of the Evaluation Material for any purposes and you will promptly return to the Company upon written request all copies of all Evaluation Material furnished to you or your Representatives and will return or destroy all analyses, compilations, studies and other material prepared by you or your Representatives based in whole or in part on the Evaluation Material.

8. You understand that neither the Company nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material and you agree that neither the Company nor any of its Representatives shall have any liability to you or any other party resulting from any use or reliance on the Evaluation Material. Only such representatives and warranties and other terms and conditions of a definitive Purchase Agreement, when, as and if it is executed and delivered (and subject to the restrictions and conditions specified therein) shall have any legal effect.

9. You agree that for a period of one year from the date hereof neither you nor any of your affiliates or agents without the prior written consent of the Company, shall hire or solicit the employment of any person who is at said date the time an employee or representative of the Company.

10. You agree that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives, and that, in addition to all other remedies, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and you further agree to waive, and to use your best efforts to cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy. You shall be responsible for any breach of this Agreement by any of your Representatives. If any legal proceeding is commenced by the Company to enforce this Agreement as a result of the breach or threatened breach of any provision hereof by you or any of your Representatives, the Company shall be entitled to reasonable attorney's fees and expenses in addition to any damages to which it may be entitled.

11. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No provision of this Agreement may be waived or amended not any consent given except by a writing signed by a duly authorized representative of each party, which specifically refers to this Agreement and the provision so amended or for which such waiver or consent is given.

    In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law doctrines. Each party hereto consents to personal jurisdiction in such State and voluntarily submits to the jurisdiction of the courts of such State in any action or proceeding with respect to this Agreement, including the Federal District courts of such State. You agree that you may be served with process at your address set forth on the first page hereof.

All inquiries, requests for information and other communications with the Company shall be made through B. Allen Lay or Stephen Schorr. Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to us.

Very truly yours,

By: /s/ STEPHEN SCHORR

Name: Stephen Schorr
Title: Vice President, Finance

EXECUTED AND AGREED

This 22nd day of August, 1997

THE HAIN FOOD GROUP

BY: /s/ Jack Kaufman

ITS: Chief Financial Officer
