

CONSULTING AND LEGAL REPRESENTATION AGREEMENT

THIS AGREEMENT, entered into on this 25th day of March, 1993, by and between John P. Messina, an attorney ("Messina") and John Labatt Ltd., a Canadian corporation, John Labatt Inc., a California corporation, Everfresh Inc., a Michigan corporation, Everfresh Inc., a Canadian corporation, Charles Jamail and Hugo Powell (collectively "Everfresh"), and American Citrus Products Corporation, an Illinois corporation, (collectively the "Hiring Parties");

WITNESSETH:

WHEREAS, the hiring Parties seek to employ Messina as a consultant with respect to certain legal matters; and

WHEREAS, Messina seeks to be employed by the Hiring Parties.

NOW, THEREFORE, in consideration of the promises described below, the Hiring Parties and Messina agree as follows:

Section 1. Performance of Services by Messina. During the term of this Agreement, Messina will provide advisory services and legal advice for any legal questions, concerns or any other matters that may concern the fruit juice and/or drinks industry, including, but not limited to, questions regarding manufacturing, distribution, marketing and compliance with

EXHIBIT

8

federal and state laws and regulations. Messina shall provide services at the reasonable request of the Hiring Parties, and shall perform such services at such times as are mutually convenient to the parties. Messina will not disclose to anyone any information or documents relating to the business and activities of the Hiring Parties and any of their present or former affiliated companies, officers, employees, agents, successors and assigns. Messina will have no communications or dealings with third parties on behalf of Hiring Parties. Messina shall faithfully render his best efforts with respect to such services and to the promotion, advancement and conduct of the Hiring Parties' businesses and shall not engage in any activity that is inconsistent with or undermines the advancement and conduct of the Hiring Parties' businesses. Messina specifically acknowledges the existence of an attorney/client relationship between himself and the Hiring Parties, which commences on the date of the execution of this Agreement.

Section 2. Confidentiality. Messina agrees that the existence or terms and conditions of this Agreement shall be considered confidential. Messina specifically represents that he has not disclosed the existence or terms and conditions of this Agreement, and agrees that he will not disclose the terms and conditions of this Agreement unless required to do so by a court of competent jurisdiction. Any breach of this confidence shall be a material breach of this agreement.

Section 3. Independent Contractor Status. The services shall be rendered by Messina in his capacity as an

independent contractor and as an attorney. Nothing contained herein shall be deemed to constitute the appointment of either party as the agent of the other. This Agreement does not constitute an employment agreement between the parties hereto and shall in no way be construed as a promise of employment to Messina in the future.

Section 4. Each Party Relied Upon Its Own Judgment.

Messina and the Hiring Parties each warrant and represent that each has relied upon its own judgment and on the advice of its/his own attorney, and not on any advice, statement or representation of any other party or its counsel, regarding the proper, complete, and agreed upon consideration and as to the propriety of and the basis for its/his decision to enter into this Agreement and for the language of this Agreement. Each party further agrees that no statements or representations made by any of the other parties, or any of their agents, employees or counsel, have influenced or induced it to execute this Agreement. In addition, Messina specifically acknowledges and represents that he has reviewed the applicable ethical rules and restrictions that apply to attorneys in the State of Illinois, and that he has concluded that this consulting agreement is consistent with and is not in violation of any of those ethical rules or restrictions.

Section 5. Compensation. For and in consideration of the full and faithful performance of his obligations hereunder, the Hiring Parties will pay Messina \$200,000 to be distributed as follows:

- (a) \$50,000 ten (10) days after the execution of this Agreement;
- (b) \$50,000 eight (8) months after the execution of this Agreement;
- (c) \$50,000 sixteen (16) months after the execution of this Agreement; and
- (d) \$50,000 twenty-four (24) months after the execution of this Agreement.
- (e) All remaining interest in the account, immediately described hereinafter, will be paid to Messina thirty (30) months after the execution of this agreement.

After the initial \$50,000 distribution, the remaining \$150,000 will be placed in an interest bearing escrow account that will pay Messina at the specified dates provided that Messina fully complies with the terms of this Agreement.

Section 6. Term. Subject to the provisions for early termination hereinafter set forth, the term of this Agreement shall commence on the date hereof and shall continue for a period of two (2) and one-half ($\frac{1}{2}$) years.

Section 7. Termination. The Hiring Parties may terminate this Agreement at any time prior to the expiration of the two-year period for any of the following reasons:

- (a) Death of Messina.
- (b) Conviction of Messina of a felony crime.

(c) Negligence or misconduct by Messina in the performance of his duties hereunder.

(d) Breach by Messina of his fiduciary duties to the Hiring Parties, their employees, present and former affiliated companies or shareholders.

Upon termination of Messina's consulting relationship with the Hiring Parties, or at any other time, or at the Hiring Parties' request in its sole discretion, Messina agrees to deliver promptly to the Hiring Parties all manuals, letters and correspondence, notes, notebooks, reports, computer programs and similar items, memoranda, business records, and all other materials and all copies thereof relating in any way to the Hiring Parties' businesses and in any way obtained by Messina before or during the period of engagement with the Hiring Parties which are in his possession or under his control. Messina further agrees that he will not make or retain any copies of any of the foregoing and will so represent to the Hiring Parties upon termination of the engagement.

Section 8. Enforcement. Messina further agrees that in the event of a breach of this Agreement by Messina, the Hiring Parties shall be entitled to institute proceedings at law or in equity to recover the damages occasioned by such breach or to enjoin Messina from engaging in any activity prohibited by this Agreement. The Hiring Parties shall have the right to pursue one or more of such remedies simultaneously or from time to time.

Section 9. Waivers. No course of dealing between the Hiring Parties and Messina, nor any failure or delay by the Hiring Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Hiring Parties provided herein shall be cumulative and not exclusive of any other rights or remedies provided by law.

Section 10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

Section 11. Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Illinois.

Section 12. Severability. If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provisions shall thereupon be deemed modified only to the extent necessary to render same valid, or not applicable to given circumstances, or excised from this Agreement, as the situation may require, and this Agreement shall

be construed and enforced as if such provision had been included herein as so modified in scope or application or had not been included herein, as the case may be. Should this Agreement, or any one or more of its provisions hereof, be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof, the Agreement or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof.

Section 13. Entire Agreement. This Agreement, and the other documents referred to herein, constitutes the sole and entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the subject matter thereof.

Section 14. Amendment. This Agreement shall not be amended except by an instrument signed and delivered by the parties hereto.

Section 15. Notices. Any notice or other communication required or permitted to be given to the parties hereto shall be deemed to have been duly given (i) on the date given if delivered personally or by telecopy, telegram or telex, or (ii) if mailed, two business days after the date of mailing by certified mail (return receipt requested), addressed as follows

(or at such other address as the party addressed may have substitute by notice pursuant to this Section).

(a) If to Hiring Parties:

James Emmerton
Legal Dept.
John Labatt, Ltd.
130 Adelaide Street West
P.O. Box 105
Toronto, Ontario
MSH 3P5

Jeffrey E. Stone
McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606-5096

Henry S. Lang
American Citrus Products Corp.
15th & Bloomingdale Avenue
Melrose Park, Illinois 60160

Steven M. Kowal
Burditt, Bowles & Radzius
333 W. Wacker Drive
Suite 2500
Chicago, Illinois 60606

(b) If to Messina:

John P. Messina, Esq.
135 S. LaSalle Street
Suite 1960
Chicago, Illinois 60603

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year written above.

JOHN LABATT LTD., a Canadian corporation

By: _____

Its: _____

JOHN LABATT INC., a California corporation

By: _____

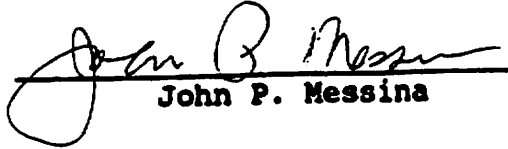
Its: _____

AMERICAN CITRUS PRODUCTS CORPORATION, an Illinois corporation

By: _____

Its: _____

JOHN P. MESSINA



John P. Messina

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