EXECUTION VERSION

CREDIT AGREEMENT

by and among

CHIQUITA BRANDS INTERNATIONAL, INC.,
as Parent,

CHIQUITA BRANDS L.L.C.,
and each U.S. Subsidiary listed as a Borrower on the signature pages hereto,
as Borrowers,

THE LENDERS THAT ARE PARTIES HERETO,

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agent

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Joint Lead Arrangers and Joint Bookrunning Managers

Dated as of February 5, 2015

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TABLE OF CONTENTS

LIST OF SCHEDULES AND EXHIBITS

Exhibit 10.1

THIS CREDIT AGREEMENT (this "Agreement"), dated as of February 5, 2015, among CHIQUITA BRANDS INTERNATIONAL, INC. ("Parent"), CHIQUITA BRANDS L.L.C. (the "Lead Borrower"), each U.S. Subsidiary listed as a Borrower on the signature pages hereto and such other U.S. Subsidiaries as the Lead Borrower may designate from time to time (together with the Lead Borrower, the "Borrowers"), the Lenders (as hereinafter defined) party hereto from time to time, BANK OF AMERICA, N.A., as the administrative agent and collateral agent (in such capacities, the "Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as syndication agent (in such capacity, the "Syndication Agent"), and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and WELLS FARGO BANK, NATIONAL ASSOCIATION, as joint lead arrangers and joint bookrunning managers (in such capacities, the "Joint Lead Arrangers"). Capitalized terms used in this Agreement shall have the meanings set forth in Section 1.

W I T N E S S E T H:

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of October 26, 2014 (including all schedules and exhibits thereto, and as amended and in effect from time to time, the "Merger Agreement") by and among Cavendish Global Limited, an England and Wales company, Cavendish Acquisition Corporation, a New Jersey corporation ("Merger Sub"), Parent and, solely for purposes of Article IX thereof, Burlingtown UK LTD and Erichton Investments Ltd., and subject to the satisfaction of the conditions precedent therein, Merger Sub will merge with and into Parent, with Parent as the surviving corporation of such merger (the "Merger").

WHEREAS, (a) the Borrowers have requested that the Lenders extend credit in the form of Loans in an aggregate principal amount at any time outstanding not to exceed $150,000,000, (b) the Borrowers have requested that the Issuing Bank issue Letters of Credit in an aggregate stated amount at any time outstanding not to exceed $70,000,000 and (c) the Borrowers have requested the Swingline Lender to extend credit in the form of Swingline Loans in an aggregate principal amount at any time outstanding not to exceed $25,000,000.

NOW THEREFORE, the Lenders are willing to extend such credit to the Borrowers, the Swingline Lender is willing to make Swingline Loans to the Borrowers and the Issuing Bank is willing to issue Letters of Credit for the account

of the Borrowers on the terms and subject to the conditions set forth herein.

Section 1. Definitions and Accounting Terms.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"7.875% Senior Notes" means the 7.875% Senior Secured Notes of Parent and the Lead Borrower due 2021 issued pursuant to the 7.875% Senior Notes Indenture.

"7.875% Senior Notes Indenture" means that certain Indenture dated as of February 5, 2013 by and among Parent, the Lead Borrower and Wells Fargo Bank, National Association, as Trustee.

"ABL Priority Collateral" means "ABL Priority Collateral" as defined in the Intercreditor Agreement or, in the case of any Additional Debt, any term having substantially the same meaning in any Additional Debt Intercreditor Agreement.

"Accounts" means an account (as that term is defined in the UCC).

"Account Debtor" means any Person who is obligated on an Account.

"Acquired Entity or Business" means either (x) the assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any Person not already a Subsidiary of the Lead Borrower or (y) no less than 50.1% of the Equity Interests of any such Person, which Person shall, as a result of the respective acquisition, become a Subsidiary of the Lead Borrower (or shall be merged with and into the Lead Borrower or a Subsidiary of the Lead Borrower).

"Acquisition" means (a) the purchase or other acquisition by a Person or its Subsidiaries of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any other Person, or (b) the purchase or other acquisition (whether by means of a merger, consolidation, or otherwise) by a Person or its Subsidiaries of all or substantially all of the Equity Interests of any other Person (and, in all events, no less than 50.1% of the Equity Interests of such other Person), as a result of which such other Person shall become a Subsidiary of the first Person.

"Additional Debt" means any Indebtedness of Parent or any Restricted Subsidiary in the form of secured loans or notes; provided that, unless the Required Lenders otherwise expressly consent in writing prior to the issuance thereof, (a) no such Indebtedness, to the extent incurred by any Loan Party, shall be guaranteed by any Person other than any of the Loan Parties, (b) no such Indebtedness shall be subject to scheduled amortization or similar principal payments required to be paid on a regularly recurring basis (other than *de minimus* scheduled amortization not to exceed 1.00% per annum or, in the case of secured term loans, scheduled amortization in an amount customary for such type of term loans based on market conditions at the time of incurrence of such term loans (as determined in good faith by Parent)) or have a final maturity, in either case, prior to the date occurring ninety-one (91) days following the latest Maturity Date in effect at the time of incurrence of such Indebtedness, (c) to the extent such Indebtedness is incurred by any Loan Party, any "asset sale" mandatory prepayment provision or offer to prepay or purchase covenant included in the agreement or indenture governing such Indebtedness, as the case may be, in respect of ABL Priority Collateral shall provide that Parent or the respective Subsidiary shall be permitted to repay obligations, and terminate commitments, under this Agreement with the net cash proceeds of such ABL Priority Collateral before prepaying or offering to prepay such Indebtedness with such net cash proceeds and (d) in the case of any such Indebtedness incurred by a Loan Party, (i) such Indebtedness (A) if secured by any assets comprising ABL Priority Collateral, shall be secured by such assets comprising ABL Priority Collateral on a junior-lien basis relative to the Liens on such Collateral securing the Obligations, (B) if secured by any assets comprising Noteholder Priority Collateral, shall be secured by such assets comprising Noteholder Priority Collateral on a first-lien basis relative to the Liens on such Noteholder Priority Collateral securing the Obligations and (C) shall not be secured by any property or assets of Parent or any of its Subsidiaries other than the Collateral, (ii) such Indebtedness (and the Liens securing the same) shall be permitted by the terms of the Intercreditor Agreement (to the extent then in effect), any Permitted Junior Debt Intercreditor Agreement (to the extent then in effect), any Additional Debt Intercreditor Agreement (to the extent then in effect) and any other material intercreditor and/or subordination agreement relating to Indebtedness

secured by all or any portion of the Collateral, (iii) the security agreements relating to such Indebtedness shall be substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Agent) and (iv) the Liens securing such Indebtedness shall be subject to, and an Additional Debt Representative acting on behalf of the holders of such Indebtedness shall have become party to, an Additional Debt Intercreditor Agreement; provided that if such Indebtedness is the initial issue of Additional Debt by the Loan Parties that is secured by assets of the Loan Parties, then the Loan Parties (if required), the Agent and the Additional Debt Representative for such Indebtedness shall have executed and delivered an Additional Debt Intercreditor

Agreement. The issuance or incurrence of Additional Debt shall be deemed to be a representation and warranty by the Lead Borrower that all conditions thereto have been satisfied in all material respects and that same is permitted in accordance with the terms of this Agreement, which representation and warranty shall be deemed to be a representation and warranty for all purposes hereunder.

"Additional Debt Documents" means, after the execution and delivery thereof, each agreement, document or instrument relating to the incurrence of Additional Debt, including any credit agreements, indentures, promissory notes and security documents related thereto, in each case as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"Additional Debt Intercreditor Agreement" means an intercreditor agreement among the Agent and one or more Additional Debt Representatives for holders of Additional Debt providing that, *inter alia,* the Liens on the ABL Priority Collateral in favor of the Additional Debt Representatives (for the benefit of the holders of Additional Debt) shall be junior to the Liens on the ABL Priority Collateral in favor of the Agent (for the benefit of the Secured Parties) and the Liens on the Noteholder Priority Collateral in favor of the Additional Debt Representatives (for the benefit of the holders of Additional Debt) shall be senior to the Liens on the Noteholder Priority Collateral in favor of the Agent (for the benefit of the Secured Parties), which intercreditor agreement shall be in form and substance reasonably satisfactory to the Agent (and, if the terms of such intercreditor agreement are materially different (as determined by the Agent) than the Intercreditor Agreement, the Required Lenders) and the Lead Borrower and may be on terms and conditions substantially similar to the Intercreditor Agreement or otherwise within the range of terms and conditions customary for intercreditor agreements that are of the type that govern intercreditor relationships between holders of senior secured credit facilities and holders of the same type of Indebtedness as such Additional Debt, as such intercreditor agreement may be amended, amended and restated, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"Additional Debt Representative" means, with respect to any series of Additional Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture, credit agreement or agreement pursuant to which such Additional Debt is issued, incurred or otherwise obtained and each of their successors in such capacities.

"Additional Security Documents" has the meaning set forth in Section 9.12(a).

"Adjustment Date" means the first day of January, April, July and October of each fiscal year.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 10.06 of this Agreement, (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agent" has the meaning set forth in the preamble to this Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, and together with its and their respective officers, directors, employees, attorneys, and agents.

"Agent's Liens" means the Liens granted by each Loan Party to the Agent under the Loan Documents and securing the Obligations.

"Agent's Spot Rate of Exchange" means, with respect to any currency, the rate determined by the Agent to be its spot rate for the purchase of such currency with Dollars through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Agent may obtain such spot rate from another financial institution designated by the Agent if it does not have as of the date of determination a spot buying rate for any such currency.

"Aggregate Commitments" means, at any time, the aggregate amount of the Commitments of all Lenders.

"Aggregate Exposures" means, at any time, the sum of (a) the aggregate outstanding amount of all Loans *plus* (b) the Letter of Credit Exposure, each determined at such time.

"Agreement" has the meaning set forth in the preamble hereof.

"Applicable Margin" means, as of any date of determination and with respect to Base Rate Loans or LIBO Rate Loans, as applicable, the applicable margin set forth in the following table that corresponds to the Average Availability of the Borrowers for the most recently ended calendar quarter:

Level	Average Availability (% of Line Cap)	Interest Rate Margin for LIBO Rate Loans	Interest Rate Margin for Base Rate Loans
I	≥ 66%	1.25%	0.25%
II	≥33% and < 66%	1.50%	0.50%
III	<33%	1.75%	0.75%

provided, that until completion of the first full calendar quarter after the Closing Date, the Applicable Margin shall be determined as if Level II were applicable. Thereafter, the Applicable Margin shall be subject to increase or decrease on the first day of each calendar quarter based on Average Availability, and each such increase or decrease in the Applicable Margin shall be effective on the Adjustment Date occurring immediately after the last day of the calendar quarter most recently ended. If the Borrowers fail to deliver any Borrowing Base Certificate on or before the date required for delivery thereof, then, at the option of the Required Lenders, the Applicable Margin shall be determined as if Level III were applicable, from the first day of the calendar month following the date such Borrowing Base Certificate was required to be delivered until the date of delivery of such Borrowing Base Certificate.

"Applicable Unused Line Fee Percentage" means, as of any date of determination, the applicable percentage set forth in the following table that corresponds to the Average Revolver Usage of the Borrowers for the most recently ended

calendar quarter:

Level	Average Revolver Usage	Unused Line Fee Rate
I	< 50%	0.375%
II	≥ 50%	0.250%

provided, that until completion of the first full calendar quarter after the Closing Date, the Applicable Unused Line Fee Percentage shall be determined as if Level I were applicable. Thereafter, the Applicable Unused Line Fee Percentage shall be subject to increase or decrease on the first day of each calendar quarter based on Average Revolver Usage, and each such increase or decrease in the Applicable Unused Line Fee Percentage shall be effective on the Adjustment Date occurring immediately after the last day of the calendar quarter most recently ended. If the Borrowers fail to deliver any Borrowing Base Certificate on or before the date required for delivery thereof, then, at the option of the Required Lenders, the Applicable Unused Line Fee Percentage shall be determined as if Level I were applicable, from the first day of the calendar month following the date such Borrowing Base Certificate was required to be delivered until the date of delivery of such Borrowing Base Certificate.

"Assignment and Assumption Agreement" means an Assignment and Assumption Agreement substantially in the form of Exhibit H to this Agreement.

"Availability" means, as of any applicable date, the amount by which the Line Cap at such time exceeds the Aggregate Exposures on such date.

"Available Equity Amount" means an amount equal to the sum of, without duplication, (a) the Net Cash Proceeds from any issuance of Qualified Equity Interests in Parent (to the extent promptly contributed as cash common equity to the Lead Borrower) after the Closing Date (other than Specified Equity Contributions and other than issuances to a Restricted Subsidiary), plus (b) the Net Cash Proceeds of capital contributions made in cash to Parent (to the extent promptly contributed as cash common equity to the Lead Borrower) after the Closing Date (other than Specified Equity Contributions and capital contributions by a Restricted Subsidiary), plus (c) all Dividends and distributions, repayments of principal, payments of interest and other returns of or on capital received in cash by Parent or any of its Restricted Subsidiaries in respect of any permitted Acquisition or other permitted Investment made using the Available Equity Amount in an amount not to exceed the original amount of such Acquisition or other Investment, minus (d) the aggregate amount of Dividends and other distributions made pursuant to Section 10.03(xiv), Investments made pursuant to Section 10.05(xix) and any payment, prepayment, redemption or acquisition made pursuant to Section 10.07(a)(i)(B); provided, however, (A) the foregoing amounts specified in the immediately preceding clauses (a), (b) and (c) shall only be available as part of the Available Equity Amount to the extent the proposed use thereof is substantially contemporaneous with the applicable receipt of cash by the Lead Borrower of the amounts referenced in the immediately preceding clauses (a), (b) and (c) and (B) any Specified Equity Contributions shall be excluded from the calculation of Available Equity Amount.

"Average Availability" means, at any Adjustment Date, the average for the calendar quarter ended immediately prior to such Adjustment Date of the daily amounts determined as of 5:00 p.m., New York City time, for each day during such calendar quarter expressed as a percentage equivalent to a fraction (a) the numerator of which is Availability at such time and (b) the denominator of which is the Line Cap in effect at such time.

"Average Revolver Usage" means, at any Adjustment Date, the average for the calendar quarter ended immediately prior to such Adjustment Date of the daily amounts determined as of 5:00 p.m., New York City time, for each day during such calendar quarter expressed as a percentage equivalent to a fraction

(a) the numerator of which is the Revolver Usage at such time and (b) the denominator of which is the Aggregate Commitments in effect at such time.

"Bank Product" means any one or more of the following financial products or accommodations extended to a Loan Party or any of its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called "purchase cards", "procurement cards", "p-cards" or "e-payables")), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services (including Noticed Bank Products) or (f) transactions under Hedge Agreements (including Noticed Bank Products).

"Bank Product Agreements" means those agreements entered into from time to time by a Loan Party or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"Bank Product Obligations" means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by any Loan Party or any of its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that the Agent or any Lender is obligated to pay to a Bank Product Provider as a result of the Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to any Loan Party or its Subsidiaries; provided, in order for any item described in clauses (a), (b), or (c) above, as applicable, to constitute "Bank Product Obligations," if the applicable Bank Product Provider is any Person other than the Agent or its Affiliates, Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to any Loan Party or its Subsidiaries (except with respect to Bank Products of a Bank Product Provider (other than the Agent or its Affiliates) that exist on the Closing Date in which case such items shall constitute Bank Product Obligations at such time as the Agent shall receive a Bank Product Provider Agreement from such Bank Product Provider).

"Bank Product Provider" means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person (other than the Agent or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless and until the Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within 10 days after the provision of such Bank Product to any Loan Party or its Subsidiaries (except with respect to Bank Products that exist on the Closing Date in which case such Person (other than the Agent or its Affiliates) shall constitute a Bank Product Provider at such time as the Agent shall receive a Bank Product Provider Agreement from such Person); provided, further, that if, at any time, a Lender ceases to be a Lender under this Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

"Bank Product Provider Agreement" means an agreement in substantially the form attached hereto as Exhibit K to this Agreement, in form and substance satisfactory to the Agent, duly executed by the applicable Bank Product Provider, Borrowers, and the Agent.

"Bank Product Reserves" means, as of any date of determination, those reserves that Agent in its Permitted Discretion deems necessary or appropriate to establish (based upon the Bank Product Providers' reasonable determination of the liabilities and obligations of Loan Parties in respect of Bank Product

Obligations) in respect of Bank Products then provided or outstanding; provided that no such reserves shall be established in respect of any Bank Product Obligations to the extent the applicable Bank Product Provider shall have provided a written acknowledgment to the Agent acknowledging that (a) the Bank Product in respect of such Bank Product Obligations does not constitute a "Noticed Bank Product" and (b) Bank Product Reserves will not be established in respect of such Bank Product Obligations.

"Bankruptcy Code" means Title 11 of the United States Code, as in effect from time to time.

"Base Rate" means the greatest of (a) the Federal Funds Rate plus ½ of 1%, (b) the LIBO Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis), plus 1 percentage point, and (c) the rate of interest announced by the Agent from time to time as its "prime rate"; and if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. For purposes of this definition, the LIBO Rate shall be determined using the LIBO Rate as otherwise determined by the Agent in accordance with the definition of LIBO Rate, except that (x) if a given day is a Business Day, such determination shall be made on such day (rather than two Business Days prior to the commencement of an Interest Period) or (y) if a given day is not a Business Day, the LIBO Rate for such day shall be the rate determined by the Agent pursuant to preceding clause (x) for the most recent Business Day preceding such day. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or such LIBO Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the Federal Funds Rate or such LIBO Rate, respectively. The "prime rate" is a rate set by the Agent based upon various factors including the Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate.

"Base Rate Loan" means each portion of the Loans that bears interest at a rate determined by reference to the Base Rate.

"Benefit Plan" means a "defined benefit plan" (as defined in Section 3(35) of ERISA) for which a Loan Party or ERISA Affiliates has been an "employer" (as defined in Section 3(5) of ERISA) within the past six years.

"Board of Directors" means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Bond Mortgage" has the meaning set forth in Section 9.13.

"Borrower" and "Borrowers" have the respective meanings set forth in the preamble to this Agreement; provided that (x) Parent or Lead Borrower shall have provided the Agent and the Joint Lead Arrangers with at least 10 Business Days prior written notice with respect to any designation of any U.S. Subsidiary as a Borrower after the Closing Date and (y) prior to such designation, Parent or Lead Borrower shall have provided the Agent and the Joint Lead Arrangers with all documentation and other information required by regulatory authorities under applicable "know your customer" rules and regulations, including the PATRIOT Act, related to such U.S. Subsidiary, to the extent requested in writing by the Agent or any Joint Lead Arranger.

"Borrowing" means the borrowing of the same Type of Loan by the Borrowers from all the Lenders having Commitments on a given date (or resulting from a conversion or conversions on such date), having in the case of LIBO Rate Loans, the same Interest Period; provided that Base Rate Loans incurred pursuant to Section 3.01 shall be considered part of the related Borrowing of LIBO Rate Loans.

"Borrowing Base" means, as of any date of determination, the sum, without duplication, of:

(a) 85% of the amount of Eligible Accounts; plus

(b) the lesser of (A) the product of 70% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Inventory at such time, and (B) the product of 85% multiplied by the Net Orderly Liquidation Value of Eligible Inventory identified in the most recent inventory appraisal ordered and obtained by the Agent multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Inventory (such

determination may be made as to different categories of Eligible Inventory based upon the Net Orderly Liquidation Value applicable to such categories) at such time; plus

(c) the Fixed Asset Availability Amount; less

(d) the aggregate amount of Borrowing Base Reserves, if any, established by the Agent in its Permitted Discretion.

The Agent shall have the right from time to time to establish or modify any of the Borrowing Base Reserves, in each case in the Agent's Permitted Discretion, and any newly established or modified Borrowing Base Reserves shall become effective on the third Business Day after the Agent provides written notice thereof to the Lead Borrower (which notice shall include a description in reasonable detail of the basis for such determination); provided that (a) employees, agents or other representatives of the Agent shall use commercially reasonable efforts to be available during regular business hours during such period to discuss any such proposed establishment or modification of such Borrowing Base Reserves with the Lead Borrower and, without limiting the right of the Agent to establish or modify Borrowing Base Reserves in its Permitted Discretion, the Borrowers may take such action as may be required so that the event, condition, other circumstance or fact that is the basis for such establishment or modification of such Borrowing Base Reserve no longer exists, in a manner and to the extent reasonably satisfactory to the Agent in its Permitted Discretion, provided that no prior written notice shall be required for any modification to any Borrowing Base Reserves resulting by virtue of mathematical calculations of the amount of the Borrowing Base Reserves in accordance with the methodology of calculation previously utilized, (b) the Agent shall not establish a general "availability block", and (c) any Borrowing Base Reserve established or modified by the Agent shall bear a reasonable relationship to the event, condition, other circumstance or fact that is the basis for such Borrowing Base Reserve, as determined by the Agent in its Permitted Discretion, and no Borrowing Base Reserve shall be established in duplication of any other Borrowing Base Reserve then established and shall not duplicate exclusions from eligibility. Subject to the foregoing, the Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered by the Lead Borrower to the Agent pursuant to this Agreement (it being understood that in the event any Borrowing Base Certificate delivered to the Agent pursuant to this Agreement in connection with any Acquisition or other Investment, any disposition or any designation of a Restricted Subsidiary as an Unrestricted Subsidiary is required to calculate the Borrowing Base on a Pro Forma Basis, the Borrowing Base shall be determined by reference to such Borrowing Base Certificate delivered substantially concurrently with the consummation of such Acquisition or other Investment, disposition or designation, as applicable); provided that the Agent may from time to

time in its Permitted Discretion adjust the calculations as set forth in such Borrowing Base Certificate to the extent such Borrowing Base Certificate does not accurately reflect, as of the date of the applicable Borrowing Base set forth therein, the Eligible Accounts, the Eligible Inventory, the Fixed Asset Availability Amount or the Borrowing Base Reserves, and any such adjustment shall become effective on the next Business Day after the Agent provides written notice thereof to the Lead Borrower (which notice shall include a description in reasonable detail of the basis for such determination).

"Borrowing Base Certificate" means a certificate in the form of Exhibit I (with such changes thereto as may be reasonably agreed by the Agent and the Lead Borrower from time to time to reflect the components of, or Borrowing Base Reserves against, the Borrowing Base as provided for hereunder) or any other form that is reasonably acceptable to the Agent and the Lead Borrower, signed and certified as accurate and complete by a Responsible Officer of the Lead Borrower.

"Borrowing Base Reserves" means Reserves, Receivable Reserves, Bank Product Reserves, PACA/Growers Reserves, Inventory Reserves, Currency Reserves, Landlord Reserves and Dilution Reserves, in each case established by the Agent in its Permitted Discretion.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to remain closed in the state of New York, except that, if a determination of a Business Day shall relate to a LIBO

Rate Loan, the term "Business Day" also shall exclude any day on which banks are closed for dealings in Dollar deposits in the London interbank market.

"Calculation Date" has the meaning set forth in the definition of "Pro Forma Basis."

"California Property" has the meaning set forth in Section 9.13.

"Capital Expenditures" means, with respect to any Person, all cash expenditures by such Person which should be capitalized in accordance with U.S. GAAP and, without duplication, the amount of Capital Expenditures incurred by such Person; provided that Capital Expenditures shall not include (i) the purchase price paid in connection with the Merger or a Permitted Acquisition, (ii) the purchase price of property, plant, equipment or other capital assets that are purchased simultaneously with the trade-in of existing property, plant, equipment or other capital assets to the extent that the gross amount of such purchase price is reduced by a credit for such existing property, plant, equipment or other capital assets being traded in at such time, (iii) expenditures made in leasehold improvements, to the extent reimbursed by the landlord, (iv) expenditures to the extent that they are actually paid for by a third party (excluding any Loan Party or any of its Restricted Subsidiaries) and for which no Loan Party or any of its Restricted Subsidiaries has provided or is required to provide or incur, directly or indirectly, any consideration or monetary obligation to such third party or any other Person (whether before, during or after such period), (v) property, plant, equipment or other capital assets taken in settlement of accounts and (vi) expenditures that constitute the purchase of property, plant, equipment or other capital assets to the extent financed with the net cash proceeds received from sales, transfers or other dispositions or casualty or condemnation events in respect of assets (other than assets included in the calculation of the Borrowing Base) constituting property, plant, equipment or other capital assets (so long as such proceeds (A) are not included in Consolidated EBITDA and (B) are so applied within 12 months of such sale, transfer, disposition, casualty or condemnation event).

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with U.S. GAAP.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with U.S. GAAP.

"Cash Collateralize" means to pledge and deposit with or deliver to the Agent for deposit into the Letter of Credit Collateral Account, for the benefit of the Agent, the Issuing Bank or the Swingline Lender (as applicable) and the Lenders, cash as collateral for the Letter of Credit Exposure, Obligations in respect of Swingline Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash in accordance with Section 2.13(j). "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's, (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $250,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than $250,000,000, having a term of not more than seven days, with respect

to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, (h) Dollars and other currencies held by Parent, the Borrowers and the other Restricted Subsidiaries in the ordinary course of business, (i) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above and (j) instruments equivalent to those referred to in clauses (a) through (i) above denominated in a foreign currency, which are substantially equivalent in credit quality and tenor to those referred to above and customarily used by businesses for short-term cash management purposes in any jurisdiction outside of the United States to the extent reasonably required in connection with any business conducted in jurisdictions outside of the United States by Parent, the Borrowers or any other Restricted Subsidiary; provided, that such instruments specified in this clause (j) shall not be deemed to be Cash Equivalents for purposes of (A) calculation of cash and Cash Equivalents received in an asset sale pursuant to Section 10.02(iii) or (B) the definition of Designated Non-Cash Consideration.

"Cash Management Services" means any cash management or similar services including treasury, depository, cash pooling, operational foreign exchange management, zero balance arrangements, cash sweeps, temporary advances, interest and fees, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

"Cavendish US" means Cavendish US Corporation, a Delaware corporation.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as the same has been amended and may hereafter be amended from time to time, 42 U.S.C. § 9601 et seq.

"CFC" means each person that is a "controlled foreign corporation" as defined in Section 957(a) of the Code.

"Change of Control" means at any time and for any reason whatsoever, (a) Parent shall fail to directly or indirectly own 100% on a fully diluted basis of the Lead Borrower's Equity Interests, (b) prior to any Initial Public Offering, Permitted Holders shall fail to have, directly or indirectly, beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act) in the aggregate of at least 50.1% on a fully diluted basis of voting interests in Parent's Equity Interests, (c) on and after an Initial Public Offering, any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act), other than one or more Permitted Holders (or any one or more Parent Companies in which the Sponsor and its Sponsor Affiliates, directly or indirectly, owns the largest percentage of such Parent Company's voting Equity Interests and in which no other such "person" or "group," directly or indirectly, owns or controls (by ownership, contract or otherwise) more voting Equity Interests of such Parent Company than owned by Sponsor and its Sponsor Affiliates), shall be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act) of Equity Interests having more, directly or indirectly, than 49% of the total voting power of all outstanding Equity Interests of Parent in the election of directors, unless at such time the Permitted Holders (or any one or more Parent Companies in which the Sponsor and its Sponsor Affiliates, directly or indirectly, owns the largest percentage of such Parent Company's voting Equity Interests and in which no other such "person" or "group," directly or indirectly, owns or controls (by ownership, contract or otherwise) more voting Equity Interests of such Parent Company than owned by Sponsor and its Sponsor Affiliates) are direct or indirect "beneficial owners" (as so defined) of Equity Interests of Parent having a greater percentage of the total voting power of all outstanding Equity Interests of Parent in the election of directors than that owned by each other "person" or "group" described above, (d) after an Initial Public Offering has occurred, the Board of Directors of Parent shall cease to consist of a majority of Continuing Directors or (e) a "change of control" or similar event shall occur as provided in (I) the Convertible Senior Notes Indenture or the 7.875% Senior Notes Indenture (in each case, other than as a result of the Merger) or (II) any Permitted Junior Debt, any Additional Debt or any other Indebtedness of a Loan Party, in each case of this clause (II), with an aggregate principal amount in excess of the Threshold Amount.

"Change of Control Equity Contribution" means a cash common equity contribution to Parent in an amount equal to the amount required to be paid by Parent and the Lead Borrower to purchase any and all of the 7.875% Senior Notes