

CHIQUITA BRANDS INTERNATIONAL, INC.,

By:

Name: Darcilo Santos

Title: Chief Financial Officer

CHIQUITA BRANDS L.L.C.

CHIQUITA FRESH NORTH AMERICA L.L.C.

FRESH INTERNATIONAL CORP.

FRESH EXPRESS INCORPORATED

B C SYSTEMS, INC.

CB CONTAINERS, INC.

VERDELLI FARMS, INC.

TRANSFRESH CORPORATION

By:

Name: Darcilo Santos

Title: Chief Financial Officer

of Chiquita Brands International, Inc.

(an Authorized Officer)

V.F. TRANSPORTATION, L.L.C.,

By: VERDELLI FARMS, INC., its sole Manager

By:

Name: Darcilo Santos

Title: Chief Financial Officer

of Chiquita Brands International, Inc.

(an Authorized Officer)

## FORM OF BANK PRODUCTS PROVIDER LETTER AGREEMENT

[Date]

Bank of America, N.A.  
GA 7-293-08-01, 300 Galleria parkway, Suite 800  
Atlanta, GA 30339  
Attention: John M. Olsen  
Fax No.: (404) 607-3277

Reference is hereby made to that certain Credit Agreement, dated as of February 5, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **CHIQUITA BRANDS INTERNATIONAL, INC.**, A New Jersey corporation ("Parent"), **CHIQUITA BRANDS L.L.C.**, a Delaware limited liability company (the "Lead Borrower"), each U.S. Subsidiary listed as a Borrower on the signature pages thereto 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 party thereto 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, and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED** and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as joint lead arrangers and joint bookrunning managers. Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the Credit Agreement.

Reference is also made to that certain [**describe the Bank Product Agreement or Agreements**] (the "Specified Bank Product Agreement [Agreements]") dated as of [ ] by and between [**Lender or Affiliate of Lender**] (the "Specified Bank Products Provider") and [**identify the Loan Party or Subsidiary**].

Appointment of Agent. The Specified Bank Products Provider hereby designates and appoints Agent, and the Agent by its signature below hereby accepts such appointment, as its agent under the Credit Agreement and the other Loan Documents. The Specified Bank Products Provider hereby acknowledges that it has reviewed Sections 12.01 through 12.05 and Sections 12.07, 12.08, and 12.12 (collectively such sections are referred to herein as the "Agency Provisions"), including, as applicable, the defined terms used therein. The Specified Bank Products Provider and the Agent each agree that the Agency Provisions which govern the relationship, and certain representations, acknowledgements, appointments, rights, restrictions, and agreements, between the Agent, on the one hand, and the Lenders or the Lender Group, on the other hand, shall, from and after the date of this letter agreement also apply to and govern, *mutatis mutandis*, the relationship between the Agent, on the one hand, and the Specified Bank Products Provider with respect to the Bank Products provided pursuant to Specified Bank Product Agreement[s], on the other hand.

Acknowledgement of Certain Provisions of Credit Agreement. The Specified Bank Products Provider hereby acknowledges that it has reviewed the provisions of Sections 11.11, 12 and 13.10 of the Credit Agreement, including, as applicable, the defined terms used therein, and agrees to be bound by the provisions thereof. Without limiting the generality of any of the foregoing referenced provisions, the Specified Bank Products Provider understands and agrees that its rights and benefits under the Loan Documents consist solely of it being a beneficiary of the Liens and security interests granted to the Agent and the right to share in proceeds of the Collateral to the extent set forth in the Credit Agreement.

Reporting Requirements. The Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products. On a monthly basis (not later than the 10th Business Day of each calendar month) or as more frequently as the Agent shall request, the Specified Bank Products Provider agrees to provide the Agent with a written report, in form and substance satisfactory to Agent, detailing the Specified Bank Products Provider's reasonable

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determination of the liabilities and obligations (and mark- to-market exposure) of Parent, Borrower and the other Loan Parties in respect of the Bank Products provided by the Specified Bank Products Provider pursuant to Specified Bank Products Agreement[s]. If the Agent does not receive such written report within the time period provided above, the Agent shall be entitled to assume that the reasonable determination of the liabilities and obligations of Parent, Borrowers and the other Loan Parties with respect to the Bank Products provided pursuant to Specified Bank Product Agreement[s] is zero.

Bank Product Reserve Conditions. [The Specified Bank Products Provider further acknowledges and agrees that the Agent shall have the right (to the extent permitted pursuant to the Credit Agreement), but shall have no obligation to establish, maintain, relax,

or release reserves in respect of any of the Bank Product Obligations and that if reserves are established there is no obligation on the part of the Agent to determine or insure whether the amount of any such reserve is appropriate or not (including whether it is sufficient in amount). If the Agent chooses to implement any Bank Product Reserves, the Specified Bank Products Provider acknowledges and agrees that the Agent shall be entitled to rely on the information in the reports described above to establish the amount of such Bank Product Reserves.] [The Specified Bank Products Provider hereby acknowledges that (a) the Bank Product evidenced by the Specified Bank Product Agreement does not constitute a "Noticed Bank Product" and (b) no Bank Product Reserve will be established in respect of the Bank Product Obligations arising under the Specified Bank Product Agreement.]

Bank Product Obligations. From and after the delivery to the Agent of this agreement duly executed by the Specified Bank Products Provider and the acknowledgement of this agreement by the Agent and the Lead Borrower, the obligations and liabilities of Parent, Borrowers and the other Loan Parties to the Specified Bank Products Provider in respect of Bank Products evidenced by Specified Bank Product Agreement[s] shall constitute Bank Product Obligations (and which, in turn, shall constitute Obligations), and the Specified Bank Products Provider shall constitute a Bank Product Provider until such time as the Specified Bank Products Provider or its Affiliate is no longer a Lender. The Specified Bank Products Provider acknowledges that other Bank Products (which may or may not be Specified Bank Products) may exist at any time.

Notices. All notices and other communications provided for hereunder shall be given in the form and manner provided in Section 13.03 of the Credit Agreement, and, if to the Specified Bank Products Provider, shall be mailed, sent, or delivered to the address set forth below, or, in each case as to any party, at such other address as shall be designated by such party in a written notice to the other party.

If to Specified Bank  
Products Provider:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No. \_\_\_\_\_

Miscellaneous. This agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto (including any successor agent pursuant to Section 12.09 of the Credit Agreement); provided, that Parent, Borrowers and the other Loan Parties may not assign this agreement or any rights or duties hereunder without the other parties' prior written consent and any prohibited assignment shall be absolutely void *ab initio*. Unless the context of this agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." This agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile or other means of electronic transmission shall be equally effective as delivery of a manually executed counterpart.

Governing Law. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL SET FORTH

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IN SECTION 13.07 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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Sincerely,

**[SPECIFIED BANK PRODUCTS PROVIDER]**

By:

Name:

Title:

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Acknowledged, accepted, and agreed  
as of the date first written above:

CHIQUITA BRANDS L.L.C., as Lead Borrower

By:

Name:

Title:

**[Chiquita ABL Credit Agreement]**