

“Multiemployer Plan” means any multiemployer plan within the meaning of Section 3(37) or 4001(a)(3) of ERISA with respect to which any Loan Party or ERISA Affiliate has an obligation to contribute or has any liability, contingent or otherwise or could be assessed withdrawal liability assuming a complete withdrawal from any such multiemployer plan.

“Net Cash Proceeds” means:

(a) with respect to the incurrence or issuance of any Indebtedness, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuance over (ii) the underwriting discounts and commissions or other similar payments, and other out of pocket costs, fees, commissions, premiums and expenses incurred in connection with such incurrence or issuance to the extent such amounts were not deducted in determining the amount referred to in clause (i) above; and

(b) with respect to any issuance or sale of Equity Interests, the proceeds of such issuance or sale in the form of cash and Cash Equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents and proceeds from the conversion of other property received when converted to cash or Cash Equivalents, net of attorneys’ fees, accountants’ fees,

underwriters’ or placement agents’ fees, discounts or commissions and brokerage, consultant and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

“Net Orderly Liquidation Value” means with respect to Eligible Equipment or Eligible Inventory, in each case and as of any date of determination, the orderly liquidation value expressed as a percentage of the book value of the Borrowers’ Eligible Inventory or Eligible Equipment that is estimated to be recoverable in an orderly liquidation of such Eligible Inventory or Eligible Equipment net of all associated costs and expenses of such liquidation, such percentage to be determined as to each category of Eligible Inventory or Eligible Equipment and to be as specified in the most recent appraisal received by the Agent from an appraisal company selected by the Agent, upon which the Agent is expressly entitled to rely.

“Netherlands Guarantee Facility” means that certain Guarantee Facility Agreement dated as of July 5, 2010 by and among Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. and Chiquita Banana Company B.V.

“Non-Defaulting Lender” means each Lender other than a Defaulting Lender.

“Note” means each Revolving Note or Swingline Note, as applicable.

“Noteholder Priority Collateral” means “Noteholder 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.

“Notice of Borrowing” means a notice substantially in the form of Exhibit A-1 hereto.

“Notice Office” means (i) for credit notices, the office of the Agent located at Bank of America, N.A., GA7-293-08-01, 300 Galleria Parkway, Suite 800, Atlanta, GA 30339, Attention: John M. Olsen, Telephone No.: (404) 607-3218, Telecopier No.: (404) 607-3277, and (ii) for operational notices, the office of the Agent located at Bank of America, N.A., GA7-293-08-01, 300 Galleria Parkway, Suite 800, Atlanta, GA 30339, Attention: John M. Olsen, Telephone No.: (404) 607-3218, Telecopier No.: (404) 607-3277; or such other office or person as the Agent may hereafter designate in writing as such to the other parties hereto.

“Noticed Bank Product” means any Bank Product Obligations arising under a Bank Product Agreement with respect to which the Lead Borrower and the Bank Product Provider thereof have notified the Agent of the intent to include such Bank Product Obligations (in the maximum amount specified in such notice) as a Noticed Bank Product hereunder

and with respect to which a Bank Products Reserve has subsequently been established in the maximum amount set forth in such notice.

“Obligations” means (a) all loans (including the Loans (inclusive of Extraordinary Advances and Swingline Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities, obligations (including indemnification and expense reimbursement obligations), fees (including the fees provided for in the Fee Letter and any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by any of the Loan Documents 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, and including all interest not paid when due and all other expenses or other amounts that Borrowers are required to pay or reimburse by any of the Loan Documents or by law or otherwise in connection with any of the Loan Documents, and (b) all Bank Product Obligations. Without limiting the generality of the foregoing, the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Loans, (ii) interest accrued on the Loans, (iii) the amount necessary to reimburse Issuing Bank for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, (v) fees payable under any of the Loan Documents, and (vi) indemnities, expense reimbursement obligations and other amounts payable by any Loan Party under any Loan Document. Any reference in any of the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

“OFAC” has the meaning set forth in Section 8.15(b).

“Other Taxes” means any and all present or future stamp, court or documentary, intangible, recording, filing or property Taxes or similar Taxes arising from any payment made under, from the execution, delivery, registration, performance or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document except any such Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.04) that are imposed as a result of any present or former connection between the relevant Lender and the jurisdiction imposing such Tax (other than a connection arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan.

“Overadvance” has the meaning set forth in Section 2.17.

“Overadvance Loan” means a Base Rate Loan made when an Overadvance exists or is caused by the funding thereof.

“PACA” means the Perishable Agricultural Commodities Act of 1930, as amended, and any successor statutes, and all regulations and guidance promulgated thereunder.

“PACA/Growers Reserves” means reserves determined by the Agent in its Permitted Discretion in an amount up to the amount owing by Loan Parties to suppliers of agricultural commodities and other farm products, to the extent such suppliers may assert a Lien on or trust over any of the Collateral, including in respect of a claim under PACA.

“Parent” means Chiquita Brands International, Inc., a New Jersey Corporation.

“Parent Company” means any direct or indirect parent company of Parent (other than non-corporate investment funds that are Sponsor Affiliates).

“Participant Register” has the meaning set forth in Section 13.04.

“Patent Security Agreement” has the meaning set forth in the Security Agreement.

“PATRIOT Act” has the meaning set forth in Section 13.15.

“Payment Conditions” means as to any relevant action contemplated in this Agreement, (i) no Event of Default has then occurred and is continuing or would result from such action, and (ii) (a) Availability on a Pro Forma Basis would be at least the greater of (x) 20.0% of the Line Cap and (y) \$20,000,000, in each case immediately after giving effect to such action and over the 30 consecutive days prior to consummation of such action (as calculated on a Pro Forma Basis), or (b) Availability on a Pro Forma Basis would be at least 12.5% of the Line Cap immediately after giving effect to such action and over the 30 consecutive days immediately prior to such action (as calculated on a Pro Forma Basis) and the Fixed Charge Coverage Ratio would be at least 1.00 to 1.00 on a Pro Forma Basis for the most recent Test Period for which Section 9.01 Financials have been delivered to the Agent.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor agency.

“Pension Plan” means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to the provisions of Title IV or Section 302 of ERISA or Sections 412 or 430 of the Code sponsored, maintained, or contributed to by any Loan Party or ERISA Affiliate or to which any Loan Party or ERISA Affiliate has any liability, contingent or otherwise.

“Pennsylvania Property” has the meaning set forth in Section 9.13.

“Perfection Certificate” means a certificate in the form of Exhibit J.

“Permitted Acquisition” means the acquisition by Parent or any of its Restricted Subsidiaries of an Acquired Entity or Business; provided that (in each case) (A) the Acquired Entity or Business acquired is in a business permitted by Section 10.09 and (B) all applicable requirements of Sections 9.14 are satisfied.

“Permitted Acquisition Payment Conditions” means as to any Permitted Acquisition, (i) no Event of Default has occurred and is continuing or would result from such Permitted Acquisition, in each case (other than to the extent arising under Sections 11.01 or 11.05) as of the date on which the definitive documentation with respect to such Permitted Acquisition is entered into, and (ii) (x) Availability on a Pro Forma Basis would be at least the greater of (A) 17.5% of the Line Cap and (B) \$17,500,000, in each case, immediately after giving effect to such Permitted Acquisition and over the 30 consecutive days immediately prior to such Permitted Acquisition (as calculated on a Pro Forma Basis) or (y) Availability on a Pro Forma Basis would be at least 12.5% of the Line Cap immediately after giving effect to such Permitted Acquisition and over the 30 consecutive days immediately prior to such Permitted Acquisition (as calculated on a Pro Forma Basis) and the Fixed Charge Coverage Ratio would be at least 1.00 to 1.00 on a Pro Forma Basis for the most recent Test Period for which Section 9.01 Financials have been delivered to the Agent.

“Permitted Discretion” means a determination made by the Agent in good faith in the exercise of its reasonable credit judgment (from the perspective of a secured asset-based lender) in accordance with customary business practices for comparable secured asset-based lending facilities.

“Permitted Dispositions” means the sale, lease, conveyance or other disposition of all or any part of the property or assets of Parent or any of its Restricted Subsidiaries; provided that all applicable requirements of Section 10.02 are satisfied in connection therewith.

“Permitted Encumbrance” means, with respect to any Mortgaged Property, such exceptions to title as are set forth in the mortgage title insurance policy delivered with respect thereto, all of which exceptions must be acceptable to the Agent in its reasonable discretion.

“Permitted Holders” means (i) the Sponsor and Sponsor Affiliates, (ii) any Permitted Transferee of any of the foregoing Persons, and (iii) any “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act or any successor provision) of which any of the foregoing are members; provided that in the case of such “group” and without giving effect to the existence of such “group” or any other “group,” such Persons specified in clauses (i) and (ii) above, collectively, have beneficial ownership, directly or indirectly, of more than 50% of the total voting power of the voting Equity Interests of Parent or any of its direct or indirect parent entities held by such “group.”

“Permitted Indebtedness” means the incurrence by Parent or any of its Restricted Subsidiaries of any Indebtedness; provided that all applicable requirements of Section 10.04 are satisfied in connection therewith.

“Permitted Investments” means the Investments made by Parent or any of its Restricted Subsidiaries; provided that all applicable requirements of Section 10.05 are satisfied in connection therewith.

“Permitted Junior Debt” means any Indebtedness of Parent or any Restricted Subsidiary (A) in the form of unsecured or secured loans (“Permitted Junior Loans”) or (B) evidenced by unsecured, secured, senior or subordinated notes and incurred pursuant to one or more issuances of such notes (“Permitted Junior Notes”); provided that in any event, unless the Required Lenders otherwise expressly consent in writing prior to the issuance thereof, (i) except as provided in clause (v) below, no such Indebtedness, to the extent incurred by any Loan Party, shall be secured by any asset of Parent or any of its Subsidiaries, (ii) no such Indebtedness, to the extent incurred by any Loan Party, shall be guaranteed by any Person other than Parent, the Borrowers or any Subsidiary Guarantor, (iii) 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 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, (iv) any “asset sale” or “change of control” mandatory prepayment provision or offer to prepay or purchase covenant included in the agreement or indenture governing such Indebtedness, as the case may be, to the extent incurred by any Loan Party, shall provide that Parent or the respective Subsidiary shall be permitted to repay obligations, and terminate commitments, under this Agreement before, in the case of Permitted Junior Loans, prepaying or offering to prepay such Indebtedness, and in the case of Permitted Junior Notes, offering to purchase such Indebtedness and (v) in the case of any such Indebtedness incurred by a Loan Party that is secured (A) such Indebtedness is secured by only assets comprising Collateral (as defined in the Security Documents) on a junior-lien basis relative to the Liens on such Collateral securing the Obligations of the Loan Parties, and not secured by any property or assets of Parent or any of its Restricted Subsidiaries other than the Collateral (as defined in the Security Documents), (B) such Indebtedness (and the Liens securing the same) are permitted by the terms of the Intercreditor Agreement (if then in effect), any Additional Debt Intercreditor Agreement (if then in effect), any Permitted Junior Debt Intercreditor Agreement (if then in effect) and any other material intercreditor and/or subordination agreement relating to Indebtedness secured by all or any portion of the Collateral, (C) the security agreements relating to such Indebtedness are substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Agent) and (D) the Liens securing such Permitted Junior Debt shall be subject to, and a Junior Representative acting on behalf of the holders of such Indebtedness shall have become party to, a Permitted Junior Debt Intercreditor Agreement; provided that if such Indebtedness is the initial issue of Permitted Junior Notes or incurrence of Permitted Junior Loans by Parent or any Restricted Subsidiary that is secured by assets of Parent or any other Loan Party, then the Loan Parties (if required), the Agent and the Junior Representative for such Indebtedness shall have executed and delivered a Permitted Junior Debt Intercreditor Agreement. The issuance or incurrence of Permitted Junior 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.

“Permitted Junior Debt Documents” means after the execution and delivery thereof, each agreement, document or instrument relating to the incurrence of Permitted Junior Loans or the issuance of Permitted Junior Notes, 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.

“Permitted Junior Debt Intercreditor Agreement” means an intercreditor agreement among the Agent and one or more Junior Representatives for holders of Permitted Junior Debt providing that, *inter alia*, the Liens on the Collateral (as defined in the Security Documents) in favor of the Agent (for the benefit of the Secured Parties) shall be senior to such Liens in favor of the Junior Representatives (for the benefit of the holders of Permitted Junior 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. The Permitted Junior Debt Intercreditor Agreement shall be in a form customary for transactions of the type contemplated thereby (as reasonably determined by 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 otherwise 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.

“Permitted Junior Loans” has the meaning set forth in the definition of “Permitted Junior Debt.”

“Permitted Junior Notes” has the meaning set forth in the definition of “Permitted Junior Debt.”

“Permitted Liens” has the meaning set forth in Section 10.01.

“Permitted Parent Debt” means unsecured Indebtedness of Parent provided by a Sponsor the net proceeds of which will be used to (a) refinance the Senior Convertible Notes, (b) refinance a portion of the 7.875% Senior Secured Notes, (c) fund a distribution to its Parent Company in an aggregate amount not to exceed \$43,775,000 and/or (d) pay fees, premiums and expenses relating to any of the foregoing, provided that (i) no such Indebtedness shall be guaranteed by any Subsidiary of Parent or otherwise directly or indirectly receive any credit support from any Subsidiary of Parent, (ii) no such Indebtedness shall be subject to scheduled amortization or similar principal payments required to be paid on a regularly recurring basis 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, (iii) no such Indebtedness shall have any mandatory prepayment provision or offer to prepay or purchase covenant included in the definitive documentation governing such Indebtedness, except to the extent applicable solely as a result of the sale of assets not constituting Collateral and such prepayment or offer to prepay or purchase shall only be made with net after-tax proceeds of such sale of assets that are then available for distribution by Parent to its Parent Company (for the avoidance of doubt, such definitive documentation shall provide that, unless a bankruptcy or insolvency event of default has occurred and is continuing in respect of Parent under such definitive documentation, no such prepayment or offer to prepay or purchase shall be required to be made in cash at any time that such payment in cash is prohibited by the terms of this Agreement) and (iv) any distribution made on such Indebtedness, including any cash interest, shall be subject to the satisfaction of the Distribution Conditions and the absence of any Event of Default prior to or immediately after giving effect thereto.

“Permitted Transferees” means (i) any Sponsor Affiliate, (ii) any managing director, general partner, limited partner, director, officer or employee of the Sponsor or any Sponsor Affiliate (collectively, the “Sponsor Associates”), (iii) the heirs, executors, administrators, testamentary trustees, legatees or

beneficiaries of any Sponsor Associate and (iv) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and stepchildren) and/or direct lineal descendants.

“Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“Plan” means any pension plan as defined in Section 3(2) of ERISA other than a Foreign Pension Plan or a Multiemployer Plan, which is maintained or contributed to by (or to which there is an obligation to contribute of) Parent or a Restricted Subsidiary or with respect to which Parent or a Restricted Subsidiary has, or may have, any liability, including, for greater certainty, liability arising from an ERISA Affiliate.

“Prior Agent” means Wells Fargo Bank, National Association, as administrative agent under the Existing Credit Agreement.

“Pro Forma Basis” means, in connection with any calculation of compliance with any financial term, the calculation thereof after giving effect on a pro forma basis to (v) the incurrence of any Indebtedness (other than revolving Indebtedness, except to the extent same is incurred to refinance other outstanding Indebtedness or to finance a Permitted Acquisition) after the first day of the relevant four consecutive fiscal quarter period (the “Test Period”) as if such Indebtedness had been incurred (and the proceeds thereof applied) on the first day of the relevant Test Period, (w) any Dividends paid or payable after the last day of the relevant Test Period (and on or prior to the date of such calculation) as if such Dividends had been paid on the last day of the relevant Test Period, (x) the permanent repayment of any Indebtedness (other than revolving Indebtedness except to the extent accompanied by a corresponding permanent commitment reduction) after the first day of the relevant Test Period as if such Indebtedness had been retired or redeemed on the first day of the relevant Test Period, (y) any disposition of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any Subsidiary of Parent or of the Equity Interests of any Subsidiary of Parent and/or (z) any Permitted Acquisition then being consummated as well as any other Permitted Acquisition consummated after the first day of the Test Period most recently ended prior to the date of any such Permitted Acquisition for which Section 9.01 Financials are available and on or prior to the date of the Permitted Acquisition then being effected, as the case may be, with the following rules to apply in connection therewith:

(i) all Indebtedness (x) (other than revolving Indebtedness, except to the extent same is incurred to refinance other outstanding Indebtedness or to finance a Permitted Acquisition) incurred or issued after the first day of the relevant Test Period (whether incurred to finance a Permitted Acquisition, to refinance Indebtedness or otherwise) shall be deemed to have been incurred or issued (and the proceeds thereof applied) on the first day of the respective Test Period and remain outstanding through the date of determination and (y) (other than revolving Indebtedness except to the extent accompanied by a corresponding permanent commitment reduction) permanently retired or redeemed after the first day of the relevant Test Period shall be deemed to have been retired or redeemed on the first day of the respective Test Period and remain retired through the date of determination;

(ii) all Indebtedness assumed to be outstanding pursuant to immediately preceding clause (i) shall be deemed to have borne interest at (x) the rate applicable thereto, in the case of fixed

rate indebtedness, or (y) at the rate which would have been applicable thereto on the last day of the respective Test Period, in the case of floating rate Indebtedness (although interest expense with respect to any Indebtedness for periods while same was actually outstanding during the respective period shall be calculated using the actual rates applicable thereto while same was actually outstanding);

(iii) in making any determination of Consolidated EBITDA, pro forma effect shall be given to any disposition of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of Parent or any Restricted Subsidiary or of the Equity Interests of any Subsidiary of Parent consummated during the periods described above, with such Consolidated EBITDA to be determined as if such disposition (or the relevant portion thereof) was consummated on the first day of the relevant Test Period. Pro forma calculations for any fiscal period ending on or prior to the first anniversary of a disposition of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of Parent or any Restricted Subsidiary or of the Equity Interests of any Subsidiary of Parent may offset operating expense reductions or other operating improvements or synergies reasonably expected to result from a disposition (less the amount of costs reasonably expected to be incurred by Parent and its Restricted Subsidiaries to achieve

such cost savings) against reductions in Consolidated EBITDA attributable to such a disposition, to the extent that Parent delivers to the Agent, (i) a certificate of the chief financial officer or chief accounting officer of Parent setting forth such operating expense reductions and the costs to achieve such reductions and (ii) information and calculations supporting in reasonable detail such estimated operating expense reductions and the costs to achieve such reductions; provided that any increase in Consolidated EBITDA as a result of cost savings, operating expense reductions, other operating improvements and synergies shall be subject to the limitations set forth in the definition of Consolidated EBITDA;

(iv) in making any determination of Consolidated EBITDA, pro forma effect shall be given to any Permitted Acquisition consummated during the periods described above (excluding that portion of the assets or business acquired pursuant to any Permitted Acquisition which has been sold or disposed of thereafter and prior to the date of the respective determination), with such Consolidated EBITDA to be determined as if such Permitted Acquisition (or the relevant portion thereof) was consummated on the first day of the relevant Test Period. Pro forma calculations for any fiscal period ending on or prior to the first anniversary of a Permitted Acquisition may include adjustments to reflect operating expense reductions or other operating improvements or synergies reasonably expected to result from such Permitted Acquisition, less the amount of costs reasonably expected to be incurred by Parent and its Restricted Subsidiaries to achieve such cost savings, to the extent that Parent delivers to the Agent, (i) a certificate of the chief financial officer or chief accounting officer of Parent setting forth such operating expense reductions and the costs to achieve such reductions and (ii) information and calculations supporting in reasonable detail such estimated operating expense reductions and the costs to achieve such reductions; provided that any increase in Consolidated EBITDA as a result of cost savings, operating expense reductions, other operating improvements and synergies shall be subject to the limitations set forth in the definition of Consolidated EBITDA; and

(v) in making any determination of the Fixed Charge Coverage Ratio, in the event that Parent or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than in the case of revolving credit borrowings, in which case interest expense will be computed based upon the average daily balance of such Indebtedness during the Test Period), and solely for purposes of Section 10.11, in a principal

amount in excess of \$10,000,000, in each case, subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the “Calculation Date”), then the Fixed Charge Coverage Ratio will be calculated on a Pro Forma Basis as if such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, and the use of the proceeds therefrom, had occurred at the beginning of the Test Period.

For purposes of this definition, if any Indebtedness bears a floating rate of interest and is being calculated on a Pro Forma Basis, the interest on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any hedging obligations applicable to such Indebtedness if such hedging obligations have a remaining term in excess of 12 months as of the Calculation Date). For purposes of this definition, interest on a Capitalized Lease Obligation will be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of Parent to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with U.S. GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis will be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, will be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as Parent may designate.

“Pro Rata Share” means, as of any date of determination:

(a) with respect to a Lender's obligation to make all or a portion of the Loans, with respect to such Lender's right to receive payments of interest, fees, and principal with respect to the Loans, and with respect to all other computations and other matters related to the Commitments or the Loans, the percentage obtained by dividing (i) the Loan Exposure of such Lender by (ii) the aggregate Loan Exposure of all Lenders;

(b) with respect to a Lender's obligation to participate in the Letters of Credit, with respect to such Lender's obligation to reimburse Issuing Bank, and with respect to such Lender's right to receive payments of Letter of Credit Fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Loan Exposure of such Lender by (ii) the aggregate Loan Exposure of all Lenders; provided, that if all of the Loans have been repaid in full and all Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share under this clause shall be determined as if the Commitments had not been terminated and based upon the Commitments as they existed immediately prior to their termination; and

(c) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 13.01 of this Agreement), the percentage obtained by dividing (i) the Loan Exposure of such Lender by (ii) the aggregate Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.04; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

"Projections" means Parent's forecasted (a) balance sheets, (b) profit and loss statements, and (c) cash flow statements, all prepared on a basis consistent with Parent's historical financial statements, together with appropriate supporting details and a statement of underlying assumptions.

"Protective Advances" has the meaning set forth in Section 2.18.

"Qualified Equity Interests" means and refers to any Equity Interests issued by a Person that are not Disqualified Equity Interests.

"Real Property" of any Person means, collectively, the right, title and interest of such Person (including any leasehold, mineral or other estate) in and to any and all land, improvements and fixtures owned, leased or operated by such Person, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"Receivable Reserves" means, as of any date of determination, those reserves that Agent deems necessary or appropriate, in its Permitted Discretion to establish and maintain (including reserves for rebates, discounts, warranty claims, and returns) with respect to the Eligible Accounts.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Refinancing" means, in respect of any Indebtedness, to refinance, extend, renew, refund, replace, repay, prepay, purchase, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. "Refinanced" or "Refinancings" shall have correlative meanings.

"Refinancing Amendment" means an amendment to this Agreement executed by (a) each Borrower requesting an extension of credit under a Refinancing Facility, (b) the Agent and (c) each lender that agrees to provide any portion of the Indebtedness being incurred pursuant to such Refinancing Facility, which amendment shall include (x) an acknowledgment by such lender of the terms and conditions of the Intercreditor Agreement and any applicable Additional Debt Intercreditor

Agreement or Permitted Junior Debt Intercreditor Agreement and an agreement by such lender to be bound thereby and (y) such other protective provisions as the Agent shall require in its reasonable discretion.

“Refinancing Facility” has the meaning set forth in Section 2.20.

“Refinancing Indebtedness” means refinancings, renewals, or extensions of Indebtedness so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto;

(b) such refinancings, renewals, or extensions do not result in a shortening of the Weighted Average Life to Maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended;

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(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender Group as those that were applicable to the refinanced, renewed, or extended Indebtedness; and

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

“Refinancing Lender” has the meaning set forth in Section 2.20.

“Register” has the meaning set forth in Section 13.13.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

“Regulation T” means Regulation T of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

“Regulation X” means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

“Related Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

“Release” means actively or passively disposing, discharging, injecting, spilling, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping, migrating or the like, into, through or upon the Environment or within, from or into any building, structure, facility or fixture.

“Relevant Currency” has the meaning set forth in Section 13.22(b).

“Replaced Lender” has the meaning set forth in Section 3.04.

“Replacement Lender” has the meaning set forth in Section 3.04.

“Required Lenders” means, at any time, Lenders having or holding more than 50% of the aggregate Loan Exposure of all Lenders; provided, that (i) the Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, and (ii) at any time there are 2 or more Lenders, “Required Lenders” must include at least 2 Lenders (who are not Affiliates of one another).

“Reserves” means, as of any date of determination and without duplication (including with respect to any items that are otherwise addressed through eligibility criteria), those reserves (other than Receivable Reserves, Bank Product Reserves, PACA/Growers Reserve, Landlord Reserves, Currency Reserves, Dilution Reserves and Inventory Reserves) that Agent deems necessary or appropriate, in its Permitted Discretion, to establish and maintain with respect to the Borrowing Base in order, among other things, (a) to reflect

claims and liabilities that the Agent reasonably determines may need to be satisfied in connection with the realization upon the Collateral included in the Borrowing Base or (b) to reflect criteria, events, conditions, contingencies or risks that could materially adversely affect the quantity, quality or value of the Collateral included in the Borrowing Base, the enforceability or priority of Agent’s Lien thereon, the amount that the Agent, the Lenders or any Issuing Bank could receive in realization upon any such Collateral or the validity or enforceability of the Loan Documents (including, without limitation, reserves with respect to (i) sums that a Loan Party is required to pay under any Section of any Loan Document (such as taxes, assessments, insurance premiums, or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, (ii) amounts owing by a Loan Party or any of its Subsidiaries to any Person to the extent secured by a Lien on, or trust over, any of the Collateral, which Lien or trust, in the Permitted Discretion of the Agent likely would have a priority superior to the Agent’s Liens (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, excise, sales, or other taxes where given priority under applicable law), and (iii) fluctuations in currency exchange rates).

“Responsible Officer” means, with respect to any Person, its chief executive officer, president, or any vice president, managing director, treasurer, controller or other officer of such Person having substantially the same authority and responsibility; provided that, with respect to compliance with financial covenants, “Responsible Officer” means the chief financial officer, chief accounting officer, treasurer or controller of Parent or the Lead Borrower, or any other officer of Parent or the Lead Borrower having substantially the same authority and responsibility.

“Restricted Subsidiary” means each Subsidiary of Parent other than any Unrestricted Subsidiary. The Borrowers shall at all times constitute Restricted Subsidiaries.

“Returns” has the meaning set forth in Section 8.09.

“Revolver Usage” means, as of any date of determination, the sum of (a) the amount of outstanding Loans (inclusive of Swingline Loans and Protective Advances), plus (b) the amount of the Letter of Credit Usage.

“Revolving Availability Period” means the period from and including the Closing Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“Revolving Exposure” means, with respect to any Lender at any time, the aggregate principal amount at such time of all outstanding Loans of such Lender, plus the aggregate amount at such time of such Lender’s Letter of Credit Exposure, plus the aggregate amount at such of such Lender’s Swingline Loan Exposure.

“Revolving Note” means each revolving note substantially in the form of Exhibit B-1 hereto.

“Safra 7.875% Senior Notes Commitment” has the meaning set forth in the definition of “Safra Commitment Letter.”