

Each Grantor, jointly and severally, agrees to pay to the Agent all reasonable invoiced out-of-pocket which the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement and the other Loan Documents, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof, in each case as and to the extent provided in Sections 13.01(a)(i) and 13.01(a)(ii) of the Credit Agreement.

Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any

provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Agent and each Grantor to which such amendment applies.

Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to the Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

Continuing Security Interest: Assignments under Credit Agreement; Releases.

This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, the Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to the Agent nor any additional Loans or other loans made by any Lender to any Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to the Grantors, or any of them, by the Agent, nor any other act of the Lender Group or the Bank Product Providers, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by the Agent or otherwise in accordance with the provisions of the Credit Agreement. The Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by the Agent and then only to the extent set forth therein. A waiver by the Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which the Agent would otherwise have had on any other occasion.

The Guaranty, the Security Interest and all other Liens and security interests granted, assigned, pledged or otherwise created or provided hereunder shall terminate and be released at the time or times and in the manner set forth in Section 13.21 of the Credit Agreement.

Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agent or any member of the Lender Group may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement (other than contingent indemnification obligations and expense reimbursement obligations not yet due and payable) is outstanding and unpaid or any Letter of Credit is

outstanding (unless Cash Collateralized or backstopped on terms reasonably satisfactory to the Agent) and so long as the Commitments have not expired or terminated.

CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN THE RELEVANT SECURITY DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT THAT, (X) IN THE CASE OF ANY MORTGAGE OR OTHER SECURITY DOCUMENT, PROCEEDINGS MAY ALSO BE BROUGHT BY THE AGENT IN THE STATE IN WHICH THE RELEVANT MORTGAGED PROPERTY OR

COLLATERAL IS LOCATED OR ANY OTHER RELEVANT JURISDICTION AND (Y) IN THE CASE OF ANY BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS WITH RESPECT TO ANY GRANTOR, ACTIONS OR PROCEEDINGS RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN SUCH COURT HOLDING SUCH BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS) MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EACH OF THE PARTIES HERETO OR THERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER IT, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER IT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY, AS THE CASE MAY BE, AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER SUCH PARTY IN ANY OTHER JURISDICTION.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

New Loan Parties. Pursuant to Section 9.12 of the Credit Agreement, certain Restricted Subsidiaries (including Persons that become Restricted Subsidiaries by acquisition or creation) of any Grantor are required to enter into this Agreement by executing and delivering in favor of the Agent a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of

Annex 1 by any such new Restricted Subsidiary, such Restricted Subsidiary shall become a Guarantor and Grantor hereunder with the same force and effect as if originally named as a Guarantor and Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any

Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Agent” shall be a reference to the Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

Miscellaneous.

This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

Intercreditor Agreements.

Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Intercreditor Agreement (or any Additional Debt Intercreditor Agreement or Permitted Junior Debt Intercreditor Agreement), such provision in the Intercreditor Agreement (or such Additional Debt Intercreditor Agreement or Permitted Junior Debt Intercreditor Agreement) shall control.

Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, any obligation of any Grantor hereunder with respect to the delivery of any Collateral that constitutes Noteholder Priority Collateral (or Collateral included in any analogous term under any Additional Debt Intercreditor Agreement) shall be deemed to be satisfied if such Grantor delivers, or has delivered, such Noteholder Priority Collateral (or such Collateral included in any analogous term under any Additional Debt Intercreditor Agreement) to Wells Fargo Bank, National Association, as collateral agent under the Noteholder Documents (or any Additional Debt Representative under any Additional Debt Documents) in accordance with the requirements of the corresponding provision of the applicable Noteholder Document (or Additional Debt Documents). Any representation, warranty, covenant or other obligation of any Grantor hereunder to create a “first priority” security interest in any Collateral that constitutes Noteholder Priority Collateral shall be first priority other than any Lien in favor of Wells Fargo Bank, National Association, as collateral agent under the Noteholder Documents (or any Lien in favor of any Additional Debt Representative under any Additional Debt Documents) and any other Permitted Lien permitted by the Credit Agreement to be prior to the Security Interest.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

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)

AGENT:

BANK OF AMERICA, NATIONAL ASSOCIATION

By:
Name:
Title:

EXHIBIT F

FORM OF SOLVENCY CERTIFICATE

February 5, 2015

To the Agent and each of the Lenders party to the Credit Agreement referred to below:

I, the undersigned, the Chief Financial Officer of **CHIQUITA BRANDS INTERNATIONAL, INC.**, a New Jersey corporation ("Parent"), in that capacity only and not in my individual capacity (and without personal liability), do hereby certify as of the date hereof, and based upon facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such fact and circumstances after the date hereof), that:

1. This Certificate is furnished to the Agent and the Lenders pursuant to Section 6.12 of the Credit Agreement, of even date herewith, by and among 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 (the "Credit Agreement"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

2. For purposes of this Certificate, I, or officers of Parent under my direction and supervision:

- (a) have reviewed the financial statements (including the pro forma financial statements) referred to in Section 6.11 of the Credit Agreement.
- (b) have knowledge of and have reviewed to my (or their) satisfaction the Credit Agreement.
- (c) am (or are) familiar with the financial condition of Parent and its subsidiaries.

3. Based on and subject to the foregoing, I hereby certify on behalf of Parent that, as of the Closing Date immediately after giving effect to the consummation of the Transaction and the related financing transactions (including the

incurrence of any Loans), Parent and its Subsidiaries, taken as a whole, are Solvent.

4. For purposes of this Certificate, “Solvent” means, with respect to Parent and its Subsidiaries, taken as a whole, as of any date of determination, that (a) at fair valuations, the sum of the debts (including contingent liabilities) of Parent and its Subsidiaries, taken as a whole, is less than all of the assets of Parent and its Subsidiaries, taken as a whole, (b) Parent and its Subsidiaries, taken as a whole, are not engaged or about to engage in a business or transaction for which the remaining assets of Parent and its Subsidiaries, taken as a whole, are unreasonably small in relation to the business or transaction or for which the property remaining with Parent and its Subsidiaries, taken as a whole, is an unreasonably small capital, and (c) Parent and its Subsidiaries, taken as a whole, have not incurred and do not intend to incur, or reasonably

believe that they will incur, debts beyond the ability of Parent and its Subsidiaries, taken as a whole, to pay such debts as they become due (whether at maturity or otherwise). For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

[Signature Page Follows]

IN WITNESS WHEREOF, Parent has caused this certificate to be executed on its behalf by its Chief [Accounting] Officer as of the date first set forth above.

CHIQUITA BRANDS INTERNATIONAL, INC.

By: _____

Name:

Title: Chief [Accounting] Officer

EXHIBIT G

FORM OF COMPLIANCE CERTIFICATE

[on Borrower's letterhead]

To: Bank of America, N.A.
One Bryant Park
New York, NY 10036
Attn:

Re: Compliance Certificate dated _____

Ladies and Gentlemen:

Reference is made to that certain **CREDIT AGREEMENT** (the "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 in this Compliance Certificate have the meanings set forth in the Credit Agreement unless specifically defined herein.

Pursuant to Section 9.01(e) of the Credit Agreement, the undersigned officer of the Lead Borrower hereby, on behalf of each Borrower, certifies that:

1. The financial information of Parent and its Subsidiaries furnished pursuant to [Section 9.01(a)] [Section 9.01(b)] of the Credit Agreement and attached as Schedule 1 hereto, has been prepared in accordance with U.S. GAAP (except, in the case of unaudited financial statements, (a) for the lack of footnotes, statements of cash flows, shareholders' equity and comprehensive income and (b) being subject to year-end audit and normal closing adjustments, including adjustments from income tax calculations and quarterly cut-off procedures), and fairly presents in all material respects the consolidated financial condition of Parent and its consolidated Subsidiaries as of the date set forth therein and the results of their operations for the period set forth therein.

2. Such officer has reviewed the terms of the Credit Agreement and has made, or caused to be made under his/her supervision, a review in reasonable detail of the transactions and financial condition of Parent and its consolidated Subsidiaries during the accounting period covered by the financial statements attached as Schedule 1 hereto.

3. Such review has not disclosed the existence on and as of the date hereof, and the undersigned does not have knowledge of the existence as of the date hereof, of any event or condition that constitutes a Default or Event of Default, except for such conditions or events listed on Schedule 2 hereto, in each case specifying the nature and period of existence thereof and what action Parent and/or its Subsidiaries have taken, are taking, or propose to take with respect thereto.

4. Schedule 3 hereto contains a reasonably detailed and true and correct calculation of the Fixed Charge Coverage Ratio of Parent and its Restricted Subsidiaries for the applicable period to which the financial information attached as Schedule 1 hereto pertains.

5. There have been no changes to Schedule 3(b) to the Perfection Certificate since the Closing Date or, if later, since the date of the most recent Compliance Certificate delivered pursuant to Section 9.01(e)(ii) of

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the Credit Agreement prior to the date hereof, or if there have been any such changes, a list in reasonable detail of such changes is attached as Schedule 4 hereto.

6. There have been no changes to the locations where Collateral in an aggregate amount (for any one location) in excess of \$100,000 is located on any Real Property of any Grantor that is leased by such Grantor from a third party since the Closing Date or, if later, since the date of the most recent Compliance Certificate delivered pursuant to Section 9.01(e)(iii) of the Credit Agreement

prior to the date hereof, or if there have been any such changes, a list in reasonable detail of such changes is attached as Schedule 5 hereto.

[7. There have been no changes to Schedule 1, 2, 3, 4, 5, 6, 7, 9 or 11, in each case, to the Security Agreement, in each case since the Closing Date or, if later, since the date of the most recent Compliance Certificate delivered pursuant to Section 9.01(e) (iv) of the Credit Agreement prior to the date hereof, or if there have been any such changes, a list in reasonable detail of such changes, to the extent required to be reported to the Agent pursuant to the Security Documents, is attached as Schedule 6 hereto [and the Lead Borrower and the other Loan Parties have taken all actions required to be taken by them pursuant to the Security Documents in connection with such changes].]

[Signature Page Follows]

above. IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date first written

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

By:
Name:
Title:

[Compliance Certificate]

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SCHEDULE 1

Financial Information

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SCHEDULE 2

Default or Event of Default

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SCHEDULE 3

Financial Covenant

1. **Fixed Charge Coverage Ratio.**

_____ The Fixed Charge Coverage Ratio, measured on a month-end basis, for the ____-month period ending _____, _____ is ____:1.0, which has been calculated as follows:

SCHEDULE 4

Updates to Schedule 3(b) to the Perfection Certificate

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SCHEDULE 5

Updates to Leased Locations of Collateral

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SCHEDULE 6

Updates to Security Agreement Schedules

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EXHIBIT H

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment Agreement") is entered into as of _____ between _____ ("Assignor") and _____ ("Assignee"). Reference is made to the Agreement described in Annex I hereto (the "Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

1. In accordance with the terms and conditions of Section 13.04 of the Credit Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, (i) that interest in and to the Assignor's rights and obligations (in its capacity as a Lender) under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Commitments, all to the extent specified in Annex I, and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Loan Documents or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims,