

statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above, collectively, the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment Agreement, without representation or warranty by the Assignor.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in or in connection with the Loan Documents, or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto or any collateral thereunder; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or any Guarantor or the performance or observance by any Borrower or any Guarantor of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto, and (d) represents and warrants that the amount set forth as the Purchase Price in Annex I represents the amount owed by the Borrowers to the Assignor with respect to the Assignor’s share of the Loans assigned hereunder, as reflected on the Assignor’s books and records.

3. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it has received copies of the Credit Agreement and the other Loan Documents,

[[NYCORP:3506613v7:3178W: 02/11/2015--01:25 PM]]

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together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own independent credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest, (iii) from and after the Settlement Date (as defined below), it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, and (v) it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest; (b) agrees that it will, independently and without reliance upon the Agent, the Assignor, or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (c) confirms that it is an Eligible Transferee; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, the Assignor will deliver this Assignment Agreement to the Agent for recording by the Agent. The effective date of this

Assignment Agreement (the “Settlement Date”) shall be the latest to occur of (a) the date of the execution and delivery hereof by the Assignor and the Assignee, (b) the receipt by the Agent for its sole and separate account of a processing fee in the amount of \$3,500 (if required by the Credit Agreement), (c) the receipt of any required consents of the Agent, the Lead Borrower, the Swingline Lender and any Issuing Bank and (d) the date specified in Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents, provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Assignment Agreement, including, without limitation, such assigning Lender’s obligations under Sections 3.01, 3.02, 5.01, 12.07 and 13.01 of the Credit Agreement. The Assignee acknowledges that as of the date hereof it shall be bound by the terms and conditions of the Intercreditor Agreement as provided for in Section 13.18 of the Credit Agreement.

6. Upon the Settlement Date, the Assignee shall pay to the Assignor the Purchase Price (as set forth in Annex I). From and after the Settlement Date, the Agent shall make all payments that are due and payable to the holder of the interest assigned hereunder (including payments of

[[NYCORP:3506613v7:3178W: 02/11/2015--01:25 PM]]

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principal, interest, fees and other amounts) to the Assignor for amounts which have accrued up to but excluding the Settlement Date and to the Assignee for amounts which have accrued from and after the Settlement Date. On the Settlement Date, the Assignor shall pay to the Assignee an amount equal to the portion of any interest, fee, or any other charge that was paid to the Assignor prior to the Settlement Date on account of the interest assigned hereunder and that are due and payable to the Assignee with respect thereto, to the extent that such interest, fee or other charge relates to the period of time from and after the Settlement Date. Notwithstanding the foregoing, the Agent shall make all payments of interest, fees or other amounts, paid or payable in kind from and after the Settlement Date to the Assignee.

7. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

8. THIS ASSIGNMENT AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 13.07 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers, as of the first date written above.

[NAME OF ASSIGNOR]  
as Assignor

By  
Name:  
Title:

[NAME OF ASSIGNEE]  
as Assignee

By  
Name:  
Title:

ACCEPTED THIS \_\_\_\_ DAY OF

\_\_\_\_\_  
**BANK OF AMERICA, N.A.,**  
as Agent

By  
Name:  
Title:

[Assignment and Assumption Agreement]

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## ANNEX I TO ASSIGNMENT AND ASSUMPTION AGREEMENT

1. Borrowers: CHIQUITA BRANDS L.L.C., B C SYSTEMS, INC., CB CONTAINERS, INC., CHIQUITA FRESH NORTH AMERICA L.L.C., FRESH EXPRESS INCORPORATED, FRESH INTERNATIONAL CORP., TRANSFRESH CORPORATION, VERDELLI FARMS, INC. and V.F. TRANSPORTATION, L.L.C.
2. Name and Date of Credit Agreement:

Credit 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 thereto and such other U.S. Subsidiaries as the Lead Borrower may designate from time to time, 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.

3. Date of Assignment Agreement: \_\_\_\_\_

4. Amounts:

(a)Assigned Amount of Commitment: \$ \_\_\_\_\_

(b) Assigned Amount of Loans: \$ \_\_\_\_\_

5. Settlement Date: \_\_\_\_\_

6. Purchase Price: \$ \_\_\_\_\_

7. Notice and Payment Instructions, etc.:

Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assignor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.

9. Agreed and Accepted:

[ASSIGNOR]

[ASSIGNEE]

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Accepted:

**BANK OF AMERICA, N.A.,**  
 as Agent

By  
 Name:  
 Title:

**CHIQUITA BRANDS L.L.C.,**  
 a Delaware limited liability company, as Lead Borrower

By  
 Name:  
 Title:

[Annex I to Assignment and Assumption Agreement]  
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## SUMMARY AVAILABILITY

## EXHIBIT I

<b>12/31/2014</b>	<b>Data should only be entered in yellow boxes</b>
<b>Company Name</b>	<b>Chiquita Brands LLC</b>
<b>TOTAL SUMMARY</b>	
Total AR Availability	73,830,745
Total Inventory Availability	15,949,780

Total Machinery & Equipment Availability	19,550,000
Total AR and Equipment	109,330,525
Line Limit	150,000,000
<b>Total Availability</b>	109,330,525
Reserves:	
Less: PACA	1,644,000
Less: Landlord Rent Reserve	0
Less: Bank Product Reserve	0
<b>Total Other Availability/Credit Products Reserve</b>	1,644,000
<b>Gross Availability</b>	107,686,525
<b>Outstanding Loan Balance</b>	0
<b>Outstanding L/Cs</b>	25,074,000
<b>Net Availability</b>	82,612,525

The company named in the box above labeled "Company Name" (the "Company"), by its duly authorized officer signing below hereby certifies that the information set forth in this certificate is true and correct, in all material respects, as of the date(s) indicated herein.

Prepared by : \_\_\_\_\_

Authorized Signature: /s/ Joseph B. Johnson 2/4/2015

- (1) If this document is being transmitted electronically, the Company acknowledges that by entering the name of its duly authorized officer on the Certificate, that officer has reviewed the Certificate and affirmed the representations warranties and certifications referenced above.

**EXHIBIT J**

## PERFECTION CERTIFICATE

February 5, 2015

Reference is hereby made to (a) 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., as parent ("Parent"), CHIQUITA BRANDS L.L.C., CHIQUITA FRESH NORTH AMERICA L.L.C., FRESH INTERNATIONAL CORP., FRESH EXPRESS INCORPORATED, B C SYSTEMS, INC. TRANSFRESH CORPORATION, VERDELLI FARMS INC., CB CONTAINERS, INC., and V.F. TRANSPORTATION, L.L.C. as borrowers ("Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and assigns in such capacity, "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, and (b) that certain Guaranty and Security Agreement dated as of February 5, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement") by and among Parent and Borrowers as "Grantors", and Agent.

All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Perfection Certificate that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. As used herein, the term "Loan Parties" shall mean the "Loan Parties" as that term is defined in the Credit Agreement and "Code" shall mean the "Code" as that term is defined in the Guaranty and Security Agreement.

The undersigned, the Chief Financial Officer of Parent, hereby certifies (in my capacity as Chief Financial Officer of Parent and not in my individual capacity) to Agent and each of the other members of the Lender Group and the Bank Product Providers as follows as of February 5, 2015:

Names.

The exact legal name of each Loan Party, as such name appears in its certified certificate of incorporation, articles of incorporation, certificate of formation, or any other organizational document, is set forth in **Schedule 1(a)**. Each Loan Party is (i) the type of entity disclosed next to its name in **Schedule 1(a)** and (ii) a registered organization except to the extent disclosed in **Schedule 1(a)**. Also set forth in **Schedule 1(a)** is the organizational identification number, if any, of each Loan Party that is a registered organization, the Federal Taxpayer Identification Number of each Loan Party and the jurisdiction of formation of each Loan Party. Each Loan Party has qualified to do business in the states listed on **Schedule 1(a)**.

Set forth in **Schedule 1(b)** hereto is a list of any other legal names each Loan Party has had in the past five years, together with the date of the relevant name change.

[[NYCORP:3509636v4:3178W: 02/11/2015--02:11 PM]]

Set forth in **Schedule 1(c)** is a list of all other names used by each Loan Party in connection with any business or organization to which such Loan Party became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise or on any filings with the Internal Revenue Service, in each case, at any time in the past five years. Except as set forth in **Schedule 1(c)**, no Loan Party has changed its jurisdiction of organization at any time during the past four months.



Chief Executive Offices. The chief executive office of each Loan Party is located at the address set forth in **Schedule 2** hereto.

Real Property.

Attached hereto as **Schedule 3(a)** is a list of all (i) owned or leased Real Property (as defined in the Guaranty and Security Agreement) of each Loan Party, (ii) common names, addresses and uses of each such parcel of Real Property, and (iii) other information relating thereto required by such Schedule.

**Schedule 3(b)** sets forth all third parties ("Bailees") with possession of any Collateral (including inventory and equipment) of the Loan Parties with an aggregate value of at least \$100,000, including the name and address of such Bailee, a description of the inventory and equipment in such Bailee's possession and the location of such inventory and equipment (if none please so state).

Extraordinary Transactions. Except for those purchases, mergers, acquisitions, consolidations, and other transactions described on **Schedule 4** attached hereto, all of the Collateral has been originated by each Loan Party in the ordinary course of business or consists of goods which have been acquired by such Loan Party in the ordinary course of business from a person in the business of selling goods of that kind.

File Search Reports. Attached hereto as **Schedule 5** is a true and accurate summary of certified file search reports from the Uniform Commercial Code filing offices (i) in each jurisdiction of formation identified in Section 1(a) and in each location identified in Section 2 with respect to each legal name set forth in Section 1 and (ii) in each jurisdiction described in **Schedule 1(c)** or **Schedule 3(a)**.

UCC Filings. The financing statements (the filing of which has been duly authorized by each Loan Party constituting the debtor therein), including the indications of the collateral, attached as **Schedule 6** relating to the Guaranty and Security Agreement, are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereof.

Schedule of Filings. Attached hereto as **Schedule 7** is a schedule of (i) the appropriate filing offices for the financing statements attached hereto as **Schedule 6** and (ii) the appropriate filing offices for the filings described in **Schedule 11(c)**.

Termination Statements. Attached hereto as **Schedule 8** are the duly authorized termination statements in the appropriate form for filing in each applicable jurisdiction identified in **Schedule 8** hereto with respect to each Lien described therein.

Stock Ownership and Other Equity Interests. Attached hereto as **Schedule 9(a)** is a true and correct list of all of the issued and outstanding Equity Interests of each Loan Party and its Subsidiaries organized under the laws of a State in the United States and Fresh Holding C.V. and Compania Mundimar S.A. and the record and beneficial owners of such Equity Interests. Also set forth on **Schedule 9(a)** is each equity investment of each Loan Party that represents 50% or less of the equity of the entity in which such investment was made. Attached hereto as **Schedule 9(b)** is a true and correct organizational chart of Parent and its Subsidiaries.

Instruments and Chattel Paper. Attached hereto as **Schedule 10** is a true and correct list of all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other tangible evidence of Indebtedness held by each Loan Party as of December 31,

[[NYCORP:3509636v4:3178W: 02/11/2015--02:11 PM]]

2014 having an individual value or face amount in excess of \$1,000,000, including all intercompany notes between or among any two or more Loan Parties or any of their Subsidiaries.

Intellectual Property.

**Schedule 11(a)** provides a complete and correct list of all registered Copyrights (as defined in the Guaranty and Security Agreement) owned by any Loan Party and all applications for registration of Copyrights owned by any Loan Party. **Schedule 11(a)** provides a complete and correct list of all registered Patents (as defined in the Guaranty and Security Agreement) owned by any Loan Party and all applications for Patents owned by any Loan Party. **Schedule 11(a)** provides a complete and correct list of all registered Trademarks (as defined in the Guaranty and Security Agreement) owned by any Loan Party and all applications for registration of Trademarks owned by any Loan Party.

**Schedule 11(b)** provides a complete and correct list of all material Intellectual Property Licenses (as defined in the Guaranty and Security Agreement) entered into by any Loan Party pursuant to which (i) any Loan Party has provided any license or other rights in

Intellectual Property (as defined in the Guaranty and Security Agreement) owned by such Loan Party to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (ii) any Person has granted to any Loan Party any license or other rights in Intellectual Property owned by such Person that is material to the business of such Loan Party;

Attached hereto as **Schedule 11(c)** in proper form for filing with the United States Patent and Trademark Office and United States Copyright Office (as applicable) are the filings necessary to perfect the Agent's security interests in the registered or applied-for United States Trademarks, registered or applied-for United States Patents, and registered or applied-for United States Copyrights set forth on **Schedule 11(a)**, including duly signed copies of each of the Patent Security Agreements, Trademark Security Agreements and the Copyright Security Agreements, as applicable (subject to the attachment as exhibits to such filings of listings of the applicable information set forth in **Schedule 11(a)** with respect to the Trademarks, Patents and Copyrights (as applicable) of the applicable Grantor).

Commercial Tort Claims. Attached hereto as **Schedule 12** is a true and correct list of all commercial tort claims that exceed \$1,000,000 held by each Loan Party, including a brief description thereof.

Deposit Accounts and Securities Accounts. Attached hereto as **Schedule 13** is a true and complete list of all Deposit Accounts and Securities Accounts (each as defined in the Guaranty and Security Agreement) maintained by each Loan Party, including the name of each institution where each such account is held, the name of each such account and the name of each entity that holds each account.

Letter-of-Credit Rights. Attached hereto as **Schedule 14** is a true and correct list of all letters of credit issued in favor of any Loan Party, as beneficiary thereunder, having an individual value or face amount in excess of \$1,000,000.

Motor Vehicles. Attached hereto as **Schedule 15** is a true and correct list of all motor vehicles and other goods (covered by certificates of title or ownership) owned by a Loan Party that are included or are proposed to be included in the Borrowing Base as Eligible Equipment.

Other Assets: A Loan Party owns the following kinds of assets:

Aircraft: Yes ☒ No ☐

Vessels, boats or ships: Yes ☐ No ☒

Railroad rolling stock: Yes ☐ No ☒

If the answer is yes to any of these other types of assets, please describe on **Schedule 16**.

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IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written above.