

TransFRESH Corporation	Buchwald's C.A. Storage, Inc.	California - Watsonville	Dry Storage	1144 Riverside Drive, Watsonville, CA 95076
Fresh Express Incorporated	Midnight Sun, Inc. V	California - Salinas	Farm Land	Corey Ranch (385.6 acres)
Chiquita Brands International Inc.	NYK Cool USA Inc.	California - Port Hueneme	Lease of Berth	Oxnard Harbor, District Wharf 1
Fresh Express Incorporated	Mary Arcotti, Lena Hawkins, Erminia Beatty, c/o Joe Volini	California - Monterey County	Farm Land	Volini Sisters Ranch (147.63 acres)
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Fresh Express Incorporated	Los Viboras c/o Bengard Harvesting	California - Monterey County	Farm Land	Corey Ranch - Los Viboras, 209.5 acres
Chiquita Fresh North America	Diamond State Port Corporation	Delaware - Wilmington	Port	101 River Road, Port Of Wilmington, Wilmington, DE 19801
Chiquita Fresh North America	William Scotsman	Delaware - Wilmington	Trailer	11 Gist Road
Chiquita Fresh North America	FDC PE Building I, Inc.	Florida - Ft. Lauderdale	Distribution/Ripening Center	3431 McIntosh Road, Suite 3403, Ft. Lauderdale, FL 33316
Chiquita Fresh North America	Broward County, FL	Florida - Port Everglades	Port	P.O. Box 22817; 2051 S.E. 35th Street, Port Everglades, FL 33316
Fresh Express Incorporated	Development Authority of Clayton County	Georgia - Morrow	Manufacturing Facility	1361 Southern Road, Morrow, GA 30260
Fresh Express Incorporated	CABOT II - GA 1B02, M03, W06-07 LLC	Georgia - Morrow - Customer Service	Field Office	1336 Citizens Parkway Suites D and F, Morrow, GA 30260
Fresh Express Incorporated	AGNL Lettuce, L.L.C.	Illinois - Streamwood	Manufacturing Facility	1109 E. Lake Street, Streamwood, IL
Chiquita Fresh North America	SSI PR II Owner, LLC	Massachusetts - Mansfields	Distribution/Ripening Center	31 Suffolk Road, Mansfields, MA 02048
Chiquita Brands L.L.C.	MAH LLC	Massachusetts - Norfolk	Field Office	206 Main St, Unit 2, Norfolk, MA 02056
Chiquita Fresh North America	Park Avenue of Wayzata, Inc.	Minnesota - Wayzata	Sales Office	Suite 604-263 Twelve Oaks Center, 15500 Wayzata Blvd., Wayzata, MN 55391
Chiquita Fresh North America	John Fayard Moving & Warehousing	Mississippi - Gulfport	Distribution/Ripening Center	13486 Fastway Lane, Gulfport, MS 39503
Chiquita Fresh North America	Mississippi Development Authority, the Mississippi State Port Authority at Gulfport	Mississippi - Gulfport	Port	Hwy 90 & 30th Ave.
Chiquita Brands L.L.C.	Parkway 550 South Caldwell LLC	North Carolina - Charlotte	Corporate Headquarters	550 S Caldwell Street, Charlotte, NC 28202
Chiquita Fresh North America	Chiquita Brands, L.L.C.	Pennsylvania - Bethlehem	Distribution/Ripening Center	2777 Brodhead Road, R.D. #2, Bethlehem, PA 18020
Chiquita Brands L.L.C.	Manfredi Cold Storage & Distribution, Inc.	Pennsylvania - Kennett Square	Distribution/Ripening Center	290 Chambers Road, Toughkenamon, PA 19374

Chiquita Fresh North America	Port Freeport (Texas)	Texas - Freeport	Port	801 PORT ROAD; Port Of Freeport, Freeport, TX 77541
Fresh Express Incorporated	Rose FP LLC	Texas - Grand Prairie	Manufacturing Facility	2370 West Warrior Trail, Grand Prairie, TX 75052
TransFRESH Corporation	Seaward RE, L.P.	California - Orange	Warehouse	1234 West Barkley Avenue, Orange, CA 92868

TransFRESH Corporation	Hi-Tech Screw Engineering, Inc.	Florida - Plant City	Warehouse	1404 Mercantile Court, Suite C, Plant City, FL 33567
TransFRESH Corporation	I.D.C. Properties	Texas - McAllen	Warehouse	417 East Cedar, Suite F, McAllen, TX 78501

Subleases by Chiquita Entities to Sublessee

Domingos Farms Incorporated	BC Systems, Inc./Fresh Express Incorporated - collective lessors	Arizona - Yuma	Farm Land	464.5 acres (lease No 1-69)
Domingos Farms Incorporated	Fresh Express Incorporated	Arizona - Yuma	Farm Land	Daniels Ranch - 12.29 acres
Domingos Farms Incorporated	Fresh Express Incorporated	Arizona - Yuma	Farm Land	Dunn, Dwight & Penny Ranch - 236.7 acres
Domingos Farms Incorporated	Fresh Express Incorporated	Arizona - Yuma	Farm Land	La Familia, Yuma parcels 1-10
Domingos Farms Incorporated	Gila Valley Farms	Arizona - Yuma	Farm Land	Yuma parcels 1-10 (69 acres)
Domingos Farms Incorporated	Adron Harris dba Harris - Sneed Management	Arizona - Yuma	Farm Land	Yuma parcels 1-10 (88 acres)
Domingos Farms Incorporated	Fresh Express Incorporated	Arizona - Yuma	Farm Land	Sprague/Fitzhugh, 142 acres
Domingos Farms Incorporated Gila Valley Farms	Fresh Express Incorporated	Arizona - Yuma	Farm Land	Girls Ranch/Township 7 - 853.75 acres
Triangle Farms, Inc.	Fresh Express Incorporated	California - Monterey County	Farm Land	Violini Sisters Ranch (146.63 acres)
Christensen & Giannini L.L.C.	Fresh Express Incorporated	California - Salinas	Farm Land	Corey Ranch, Los Viboras, 209.5 acres, Monterey County, CA
Reiter Berry Farms	Christensen & Giannini L.L.C.	California - Salinas	Farm Land	Corey Ranch, 29.495 acres, Monterey County, CA
Shipley Fuels Marketing LLC	Verdelli Farms, Inc.	Pennsylvania - Harrisburg	Processing	7800 Witmer Drive, Harrisburg, PA
Kennie Rowland	Fresh Express Incorporated	Texas - Grand Prairie	land	2250 W. Warrior Trail, Grand Prairie, TX 75052

Schedule 1.01C

Existing Letters of Credit

<u>Beneficiary</u>	<u>Date of Issuance</u>	<u>Date of Expiry</u>	<u>LC #</u>	<u>Outstanding Amount</u>
Rabobank	02/06/13	02/05/16	IS0022129U	\$3,300,000.00
Federal Insurance Company	07/02/08	08/18/15	IS0023055U	\$7,000,000.00
The Travelers Indemnity Company	08/09/11	08/31/15	IS0023060U	\$9,837,000.00
Zurich American Insurance Company	05/20/08	03/07/16	IS0023678U	\$500,000.00
Intl Fidelity Insurance Company	05/29/08	02/07/16	IS0023682U	\$1,000,000.00
CapitalSource Bank	05/15/13	05/15/15	IS0034105U	\$1,500,000.00
Ntl Union Fire Insurance	04/09/08	03/07/15	IS0022816U	\$103,409.00
Broward Cty Bd Commissioners Florida	08/22/08	08/24/15	IS0028926U	\$300,000.00
Broward Cty Bd Commissioners Florida	05/24/13	05/24/15	IS0036725U	\$20,000.00
Intl Fidelity Insurance Company	05/29/08	02/07/16	IS0023683U	\$595,000.00
National de Seguros de Panama y Centroamericana	08/29/14	08/29/15	IS0237168U	\$501,971.14
Wells Fargo Bank, N.A. London Branch United Kingdom Mutual Steam Ship Assurance Association (Europe) Limited	11/25/14	03/19/16	IS0257312U	\$349,487.00

Schedule 2.01

Commitments

<u>Initial ABL Lender</u>	<u>Commitment</u>
Bank of America, N.A.	\$85,000,000
Wells Fargo Bank, National Association	\$65,000,000

Schedule 9.16(b)

The Lead Borrower shall provide the Agent with each of the documents set forth below at the following times in form reasonably satisfactory to the Agent:

On a monthly basis (no later than the 20th day of each month) or, for any period in which Availability shall have been less than the greater of (i) 12.5% of the Line Cap and (ii) \$12,500,000, on a weekly basis (by the third Business Day of every week prepared as of the close of business on Friday of the previous week); <u>provided</u> , that the foregoing delivery requirement shall revert to a monthly delivery requirement in the event that Availability shall be equal to or greater than the greater of (i) 12.5% of the Line Cap and (ii) \$12,500,000 for a period of no less than 30 consecutive days	(a) a detailed aging, by total, of the Borrowers' Accounts (delivered electronically in an acceptable format, if Borrowers have implemented electronic reporting), (b) a detailed calculation of those Accounts that are not eligible for the Borrowing Base, if the Borrowers have not implemented electronic reporting, (c) Inventory system/perpetual reports specifying the cost of the Borrowers' Inventory, by category (delivered electronically in an acceptable format, if the Borrowers have implemented electronic reporting). (d) a detailed calculation of Inventory categories that are not eligible for the Borrowing Base, if the Borrowers have not implemented electronic reporting, (e) a summary aging, by vendor, of Parent's and the Borrowers' accounts payable (delivered electronically in an acceptable format, if the Borrowers have implemented electronic reporting), (f) a monthly Account roll-forward (with supporting details supplied from sales journals, collection journals, credit registers and any other records), in a format reasonably acceptable to the Agent, tied to the beginning and ending account receivable balances of the Borrowers' general ledger, and (g) the AP Accrued Liabilities Summary for Parent and its Subsidiaries, including a calculation of consolidated "Grower Payables", and the CIG Contra Accrued Grower Payables from general ledger number 10036-71-13011-40, together with detail for the "Other Accrued Liabilities" calculation as to which payables in such calculation are payable to growers.
Monthly (no later than the 20th day after the end of each month)	(h) a reconciliation of aging of Accounts and trade accounts payable, and Inventory perpetual report, to the Borrowers' general ledger accounts.
Quarterly	(i) a report regarding Parent's and the Borrowers' accrued, but unpaid, ad valorem taxes.
Annually	(j) a detailed list of the Borrowers' US and Canadian customers, with address and contact information.
Upon request by the Agent (x) after an Event of Default has occurred and is continuing or (y) in connection with a field audit	(k) copies of purchase orders and invoices for Inventory and Equipment acquired by Parent and the Borrowers, (l) copies of invoices together with corresponding shipping and delivery documents, and credit memos together with corresponding supporting documentation, with respect to invoices and credit memos in excess of an amount determined in the sole discretion of the Agent, from time to time,
Upon reasonable request by the Agent	(m) notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrowers' Accounts, and (n) such other reports as to the Collateral or the financial condition of Parent and its Subsidiaries, as the Agent may reasonably request.

FORM OF NOTICE OF BORROWING

[Date]

Bank of America, N.A., as Administrative Agent
 (the "Agent") for the Lenders
 party to the Credit Agreement referred to below
 One Bryant Park
 New York, NY 10036

Attention: []

Ladies and Gentlemen:

The undersigned, Chiquita Brands L.L.C., a Delaware limited liability company (the "Lead Borrower"), refers to 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, 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, 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, and hereby gives you irrevocable notice pursuant to Section 2.03 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement and sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.03 of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is _____, _____.

(ii) The aggregate principal amount of the Proposed Borrowing is \$_____.

(iii) The Loans to be made pursuant to the Proposed Borrowing shall be initially maintained as [Base Rate Loans] [LIBO Rate Loans].

(iv) [The initial Interest Period for the Proposed Borrowing is [specify period of less than one month] [one month] [two months] [three months] [six months] [twelve months].

(v) The location and number of the account to which funds shall be disbursed is as follows:
 [_____].

[The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties of any Loan Party contained in Section 8 of the Credit Agreement or in any other Loan Document are and will be true and correct in all material respects (without duplication of any materiality standard set forth in any such representation or warranty), on and as of the date of the Proposed Borrowing with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such date (without duplication of any materiality standard set forth in any such representation or warranty);

(B) no Default or Event of Default has occurred and is continuing, or would result from such Proposed Borrowing or

from the application of the proceeds thereof;

(C) Availability is adequate to cover the amount of the Proposed Borrowing; and

(D) The conditions set forth in Section 7 of the Credit Agreement have been satisfied or waived as of the date hereof.]

Very truly yours,

CHIQUITA BRANDS L.L.C.

By: ____
Name: Title:

EXHIBIT A-2

FORM OF NOTICE OF CONVERSION/CONTINUATION

[Date]

Bank of America, N.A., as Administrative Agent
(the "Agent") for the Lenders
party to the Credit Agreement referred to below
One Bryant Park
New York, NY 10036

Attention: []

Ladies and Gentlemen:

The undersigned, Chiquita Brands L.L.C., a Delaware limited liability company (the "Lead Borrower"), refers to 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, 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, 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, and hereby gives you irrevocable notice pursuant to Section 2.08 of the Credit Agreement that the undersigned hereby requests to [convert][continue] the Borrowing of Loans referred to below and sets forth below the information relating to such [conversion][continuation] (the "Proposed [Conversion][Continuation]") as required by Section 2.08 of the Credit Agreement:

(i) The Proposed [Conversion][Continuation] relates to the Borrowing of Loans originally made on _____, 201_ (the "Outstanding Borrowing") in the principal amount of \$ _____ and currently maintained as a Borrowing

of [Base Rate Loans][LIBO Rate Loans with an Interest Period ending on _____, 201_].

(ii) The Business Day of the Proposed [Conversion][Continuation] is _____.

(iii) The Outstanding Borrowing shall be [continued as a Borrowing of [Base Rate Loans] [LIBO Rate Loans with an Interest Period ending on _____, _____]] [converted into a Borrowing of [Base Rate Loans] [LIBO Rate Loans with an Interest Period ending on _____, _____]]. [The undersigned hereby certifies that no Event of Default is in existence on the date of the Proposed Conversion].

Very truly yours,

CHIQUITA BRANDS L.L.C.

By: ____

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Name:

Title:

[Notice of Continuation/Conversion]

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EXHIBIT B-1

FORM OF REVOLVING NOTE

\$ _____ New York, New York
_____, _____

FOR VALUE RECEIVED, Chiquita Brands L.L.C., a Delaware limited liability company, and each other borrower signatory hereto (collectively, the "Borrowers"), hereby jointly and severally promise to pay to [_____] (the "Lender"), in lawful money of the United States of America in immediately available funds, at [] on or before the Maturity Date for Loans the principal sum of _____ DOLLARS (\$_____) or, if less, the unpaid principal amount of all Loans made by the Lender pursuant to the Credit Agreement, payable at such times and in such amounts as are specified in the Credit Agreement.

The Borrowers promise also to pay interest on the unpaid principal amount of each Loan made by the Lender in like money at said office from the date hereof until paid at the rates and at the times provided in Section 2.06 of the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Credit Agreement, dated as of February [5], 2015, by and among Chiquita Brands International, Inc., a New Jersey corporation, the Borrowers, the Lenders party thereto from time to time, Bank of America, N.A. as administrative agent and collateral agent, Wells Fargo Bank, National Association, as syndication agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association, as joint lead arrangers and joint bookrunning managers (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and is entitled to the benefits thereof and of the other Loan Documents. This Note is secured by the Security Documents and is entitled to the benefits of the Guaranty (as defined in the Security Agreement). As provided in the Credit Agreement, this Note is subject to voluntary prepayment and mandatory repayment prior to the Maturity Date, in whole or in part, and Loans may be converted from one Type into another Type to the extent provided in the Credit Agreement. This Note may only be transferred to the extent and in the manner set forth in the Credit Agreement.

In case an Event of Default shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Credit Agreement.

The Borrowers hereby waive presentment, demand, protest or notice of any kind in connection with this Note.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[]

By: ____
Name:
Title:

[Revolving Note]

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EXHIBIT B-2

FORM OF SWINGLINE NOTE

\$ _____ New York, New York
_____, ____

FOR VALUE RECEIVED, Chiquita Brands L.L.C., a Delaware limited liability company, and each other borrower signatory hereto (collectively, the "Borrowers"), hereby jointly and severally promise to pay to [_____] (the "Lender"), in lawful money of the United States of America in immediately available funds, at [] on or before the Maturity Date for Loans the principal sum of _____ DOLLARS (\$ _____) or, if less, the unpaid principal amount of all Swingline Loans made by the Lender pursuant to the Credit Agreement (as defined below), payable at such times and in such amounts as are specified in the Credit Agreement.

The Borrowers promise also to pay interest on the unpaid principal amount of each Swingline Loan made by the Lender in like money at said office from the date hereof until paid at the rates and at the times provided in Section 2.06 of the Credit Agreement.

This Note is one of the Swingline Notes referred to in the Credit Agreement, dated as of February 5, 2015, by and among Chiquita Brands International, Inc., a New Jersey corporation, the Borrowers, the Lenders party thereto from time to time, Bank of America, N.A. as administrative agent and collateral agent, Wells Fargo Bank, National Association, as syndication agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association, as joint lead arrangers and joint bookrunning managers (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and is entitled to the benefits thereof and of the other Loan Documents. This Note is secured by the Security Documents and is entitled to the benefits of the Guaranty (as defined in the Security Agreement). As provided in the Credit Agreement, this Note is subject to voluntary prepayment and mandatory repayment prior to the Maturity Date, in whole or in part. This Note may only be transferred to the extent and in the manner set forth in the Credit Agreement.

In case an Event of Default shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Credit Agreement.

The Borrowers hereby waive presentment, demand, protest or notice of any kind in connection with this Note.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

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THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[]

By: ____
Name:
Title:

[Swingline Note]

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EXHIBIT C-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chiquita Brands International, Inc., a New Jersey corporation, 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, the Lenders party thereto from time to time, Bank of America, N.A. as administrative agent and collateral agent (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.

Pursuant to the provisions of Section 5.01(c) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any of the Borrowers within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any of the Borrowers as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Lead Borrower with a certificate of its non-U.S. person status on IRS Form W-8BEN or W-8BEN-E (or successor form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Lead Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Lead Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: ____
Name:
Title:

Date: _____, 20[]

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EXHIBIT C-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of February 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chiquita Brands International, Inc., a New Jersey corporation, 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, the Lenders party thereto from time to time, Bank of America, N.A. as administrative agent and collateral agent (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.

Pursuant to the provisions of Section 5.01(c) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any of the Borrowers within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to any of the Borrowers as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. person status on IRS Form W-8BEN or W-8BEN-E (or successor form). By executing this certificate, the undersigned agrees that (1) if the information provided on this