

CREDIT AGREEMENT

by and among

CHIQUITA BRANDS INTERNATIONAL, INC.,
as Parent,

CHIQUITA BRANDS L.L.C.,
and each U.S. Subsidiary listed as a Borrower on the signature pages hereto,
as Borrowers,

THE LENDERS THAT ARE PARTIES HERETO,

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

Dated as of February 5, 2015

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Exhibit 10.1

THIS CREDIT AGREEMENT (this “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 hereto 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 (as hereinafter defined) party hereto 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 (in such capacity, the “Syndication Agent”), and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and WELLS FARGO BANK, NATIONAL ASSOCIATION, as joint lead arrangers and joint bookrunning managers (in such capacities, the “Joint Lead Arrangers”). Capitalized terms used in this Agreement shall have the meanings set forth in Section 1.

W I T N E S S E T H:

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of October 26, 2014 (including all schedules and exhibits thereto, and as amended and in effect from time to time, the “Merger Agreement”) by and among Cavendish Global Limited, an England and Wales company, Cavendish Acquisition Corporation, a New Jersey corporation (“Merger Sub”), Parent and, solely for purposes of Article IX thereof, Burlingtown UK LTD and Erichon Investments Ltd., and subject to the satisfaction of the conditions precedent therein, Merger Sub will merge with and into Parent, with Parent as the surviving corporation of such merger (the “Merger”).

WHEREAS, (a) the Borrowers have requested that the Lenders extend credit in the form of Loans in an aggregate principal amount at any time outstanding not to exceed \$150,000,000, (b) the Borrowers have requested that the Issuing Bank issue Letters of Credit in an aggregate stated amount at any time outstanding not to exceed \$70,000,000 and (c) the Borrowers have requested the Swingline Lender to extend credit in the form of Swingline Loans in an aggregate principal amount at any time outstanding not to exceed \$25,000,000.

NOW THEREFORE, the Lenders are willing to extend such credit to the Borrowers, the Swingline Lender is willing to make Swingline Loans to the Borrowers and the Issuing Bank is willing to issue Letters of Credit for the account

of the Borrowers on the terms and subject to the conditions set forth herein.

Section 1. Definitions and Accounting Terms.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“7.875% Senior Notes” means the 7.875% Senior Secured Notes of Parent and the Lead Borrower due 2021 issued pursuant to the 7.875% Senior Notes Indenture.

“7.875% Senior Notes Indenture” means that certain Indenture dated as of February 5, 2013 by and among Parent, the Lead Borrower and Wells Fargo Bank, National Association, as Trustee.

“ABL Priority Collateral” means “ABL 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.

“Accounts” means an account (as that term is defined in the UCC).

“Account Debtor” means any Person who is obligated on an Account.

“Acquired Entity or Business” means either (x) the assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any Person not already a Subsidiary of the Lead Borrower or (y) no less than 50.1% of the Equity Interests of any such Person, which Person shall, as a result of the respective acquisition, become a Subsidiary of the Lead Borrower (or shall be merged with and into the Lead Borrower or a Subsidiary of the Lead Borrower).

“Acquisition” means (a) the purchase or other acquisition by a Person or its Subsidiaries of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any other Person, or (b) the purchase or other acquisition (whether by means of a merger, consolidation, or otherwise) by a Person or its Subsidiaries of all or substantially all of the Equity Interests of any other Person (and, in all events, no less than 50.1% of the Equity Interests of such other Person), as a result of which such other Person shall become a Subsidiary of the first Person.

“Additional Debt” means any Indebtedness of Parent or any Restricted Subsidiary in the form of secured loans or notes; provided that, unless the Required Lenders otherwise expressly consent in writing prior to the issuance thereof, (a) no such Indebtedness, to the extent incurred by any Loan Party, shall be guaranteed by any Person other than any of the Loan Parties, (b) 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, in the case of secured term loans, scheduled amortization in an amount customary for such type of term loans based on market conditions at the time of incurrence of such term loans (as determined in good faith by Parent)) 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, (c) to the extent such Indebtedness is incurred by any Loan Party, any “asset sale” mandatory prepayment provision or offer to prepay or purchase covenant included in the agreement or indenture governing such Indebtedness, as the case may be, in respect of ABL Priority Collateral shall provide that Parent or the respective Subsidiary shall be permitted to repay obligations, and terminate commitments, under this Agreement with the net cash proceeds of such ABL Priority Collateral before prepaying or offering to prepay such Indebtedness with such net cash proceeds and (d) in the case of any such Indebtedness incurred by a Loan Party, (i) such Indebtedness (A) if secured by any assets comprising ABL Priority Collateral, shall be secured by such assets comprising ABL Priority Collateral on a junior-lien basis relative to the Liens on such Collateral securing the Obligations, (B) if secured by any assets comprising Noteholder Priority Collateral, shall be secured by such assets comprising Noteholder Priority Collateral on a first-lien basis relative to the Liens on such Noteholder Priority Collateral securing the Obligations and (C) shall not be secured by any property or assets of Parent or any of its Subsidiaries other than the Collateral, (ii) such Indebtedness (and the Liens securing the same) shall be permitted by the terms of the Intercreditor Agreement (to the extent then in effect), any Permitted Junior Debt Intercreditor Agreement (to the extent then in effect), any Additional Debt Intercreditor Agreement (to the extent then in effect) and any other material intercreditor and/or subordination agreement relating to Indebtedness

secured by all or any portion of the Collateral, (iii) the security agreements relating to such Indebtedness shall be substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Agent) and (iv) the Liens securing such Indebtedness shall be subject to, and an Additional Debt Representative acting on behalf of the holders of such Indebtedness shall have become party to, an Additional Debt Intercreditor Agreement; provided that if such Indebtedness is the initial issue of Additional Debt by the Loan Parties that is secured by assets of the Loan Parties, then the Loan Parties (if required), the Agent and the Additional Debt Representative for such Indebtedness shall have executed and delivered an Additional Debt Intercreditor

Agreement. The issuance or incurrence of Additional 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.

“Additional Debt Documents” means, after the execution and delivery thereof, each agreement, document or instrument relating to the incurrence of Additional Debt, 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.

“Additional Debt Intercreditor Agreement” means an intercreditor agreement among the Agent and one or more Additional Debt Representatives for holders of Additional Debt providing that, *inter alia*, the Liens on the ABL Priority Collateral in favor of the Additional Debt Representatives (for the benefit of the holders of Additional Debt) shall be junior to the Liens on the ABL Priority Collateral in favor of the Agent (for the benefit of the Secured Parties) and the Liens on the Noteholder Priority Collateral in favor of the Additional Debt Representatives (for the benefit of the holders of Additional Debt) shall be senior to the Liens on the Noteholder Priority Collateral in favor of the Agent (for the benefit of the Secured Parties), which intercreditor agreement shall be in form and substance 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 and may be on terms and conditions substantially similar to the Intercreditor Agreement or otherwise within the range of terms and conditions customary for intercreditor agreements that are of the type that govern intercreditor relationships between holders of senior secured credit facilities and holders of the same type of Indebtedness as such Additional 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.

“Additional Debt Representative” means, with respect to any series of Additional Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture, credit agreement or agreement pursuant to which such Additional Debt is issued, incurred or otherwise obtained and each of their successors in such capacities.

“Additional Security Documents” has the meaning set forth in Section 9.12(a).

“Adjustment Date” means the first day of January, April, July and October of each fiscal year.

“Affiliate” means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 10.06 of this Agreement, (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

“Agent” has the meaning set forth in the preamble to this Agreement.

“Agent-Related Persons” means Agent, together with its Affiliates, and together with its and their respective officers, directors, employees, attorneys, and agents.

“Agent’s Liens” means the Liens granted by each Loan Party to the Agent under the Loan Documents and securing the Obligations.

“Agent’s Spot Rate of Exchange” means, with respect to any currency, the rate determined by the Agent to be its spot rate for the purchase of such currency with Dollars through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Agent may obtain such spot rate from another financial institution designated by the Agent if it does not have as of the date of determination a spot buying rate for any such currency.

“Aggregate Commitments” means, at any time, the aggregate amount of the Commitments of all Lenders.

“Aggregate Exposures” means, at any time, the sum of (a) the aggregate outstanding amount of all Loans *plus* (b) the Letter of Credit Exposure, each determined at such time.

“Agreement” has the meaning set forth in the preamble hereof.

“Applicable Margin” means, as of any date of determination and with respect to Base Rate Loans or LIBO Rate Loans, as applicable, the applicable margin set forth in the following table that corresponds to the Average Availability of the Borrowers for the most recently ended calendar quarter:

Level	Average Availability (% of Line Cap)	Interest Rate Margin for LIBO Rate Loans	Interest Rate Margin for Base Rate Loans
I	≥ 66%	1.25%	0.25%
II	≥33% and < 66%	1.50%	0.50%
III	<33%	1.75%	0.75%

provided, that until completion of the first full calendar quarter after the Closing Date, the Applicable Margin shall be determined as if Level II were applicable. Thereafter, the Applicable Margin shall be subject to increase or decrease on the first day of each calendar quarter based on Average Availability, and each such increase or decrease in the Applicable Margin shall be effective on the Adjustment Date occurring immediately after the last day of the calendar quarter most recently ended. If the Borrowers fail to deliver any Borrowing Base Certificate on or before the date required for delivery thereof, then, at the option of the Required Lenders, the Applicable Margin shall be determined as if Level III were applicable, from the first day of the calendar month following the date such Borrowing Base Certificate was required to be delivered until the date of delivery of such Borrowing Base Certificate.

“Applicable Unused Line Fee Percentage” means, as of any date of determination, the applicable percentage set forth in the following table that corresponds to the Average Revolver Usage of the Borrowers for the most recently ended

calendar quarter:

Level	Average Revolver Usage	Unused Line Fee Rate
I	< 50%	0.375%
II	≥ 50%	0.250%

provided, that until completion of the first full calendar quarter after the Closing Date, the Applicable Unused Line Fee Percentage shall be determined as if Level I were applicable. Thereafter, the Applicable Unused Line Fee Percentage shall be subject to increase or decrease on the first day of each calendar quarter based on Average Revolver Usage, and each such increase or decrease in the Applicable Unused Line Fee Percentage shall be effective on the Adjustment Date occurring immediately after the last day of the calendar quarter most recently ended. If the Borrowers fail to deliver any Borrowing Base Certificate on or before the date required for delivery thereof, then, at the option of the Required Lenders, the Applicable Unused Line Fee Percentage shall be determined as if Level I were applicable, from the first day of the calendar month following the date such Borrowing Base Certificate was required to be delivered until the date of delivery of such Borrowing Base Certificate.

“Assignment and Assumption Agreement” means an Assignment and Assumption Agreement substantially in the form of Exhibit H to this Agreement.

“Availability” means, as of any applicable date, the amount by which the Line Cap at such time exceeds the Aggregate Exposures on such date.

“Available Equity Amount” means an amount equal to the sum of, without duplication, (a) the Net Cash Proceeds from any issuance of Qualified Equity Interests in Parent (to the extent promptly contributed as cash common equity to the Lead Borrower) after the Closing Date (other than Specified Equity Contributions and other than issuances to a Restricted Subsidiary), plus (b) the Net Cash Proceeds of capital contributions made in cash to Parent (to the extent promptly contributed as cash common equity to the Lead Borrower) after the Closing Date (other than Specified Equity Contributions and capital contributions by a Restricted Subsidiary), plus (c) all Dividends and distributions, repayments of principal, payments of interest and other returns of or on capital received in cash by Parent or any of its Restricted Subsidiaries in respect of any permitted Acquisition or other permitted Investment made using the Available Equity Amount in an amount not to exceed the original amount of such Acquisition or other Investment, minus (d) the aggregate amount of Dividends and other distributions made pursuant to Section 10.03(xiv), Investments made pursuant to Section 10.05(xix) and any payment, prepayment, redemption or acquisition made pursuant to Section 10.07(a)(i)(B); provided, however, (A) the foregoing amounts specified in the immediately preceding clauses (a), (b) and (c) shall only be available as part of the Available Equity Amount to the extent the proposed use thereof is substantially contemporaneous with the applicable receipt of cash by the Lead Borrower of the amounts referenced in the immediately preceding clauses (a), (b) and (c) and (B) any Specified Equity Contributions shall be excluded from the calculation of Available Equity Amount.

“Average Availability” means, at any Adjustment Date, the average for the calendar quarter ended immediately prior to such Adjustment Date of the daily amounts determined as of 5:00 p.m., New York City time, for each day during such calendar quarter expressed as a percentage equivalent to a fraction (a) the numerator of which is Availability at such time and (b) the denominator of which is the Line Cap in effect at such time.

“Average Revolver Usage” means, at any Adjustment Date, the average for the calendar quarter ended immediately prior to such Adjustment Date of the daily amounts determined as of 5:00 p.m., New York City time, for each day during such calendar quarter expressed as a percentage equivalent to a fraction