

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.

(b) 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.

(c) 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.

11.08 Counterparts. This Agreement and each other Loan Document may be executed in any number of counterparts and by the different parties hereto and thereto on 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. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. A set of counterparts executed by all the parties hereto shall be lodged with the Lead Borrower and the Agent.

11.09 Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

11.10 Amendment or Waiver; etc.

(i) Neither this Agreement nor any other Loan Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Loan Parties party hereto or thereto and the Required Lenders (although additional Loan Parties may be added to (and annexes may be modified to reflect such additions) the Security Documents in accordance with the provisions hereof and thereof without the consent of the other Loan Parties party thereto or the Required Lenders), provided that no such change, waiver, discharge or termination shall (i) without the prior written consent of each Lender (and Issuing Bank, if applicable) directly and adversely affected thereby, extend the final scheduled maturity of any Commitment, or reduce the rate or extend the time of payment of interest or fees thereon or reduce or forgive the principal amount thereof (it being understood that the waiver of any Default or Event of Default or any waiver, amendment or other modification of any mandatory prepayment shall not constitute a postponement, waiver or a reduction or forgiveness of any payment of principal, interest, fees or other amounts), provided that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrowers to pay interest at the default rate or change the amount of the default rate specified in Section 2.06(c),

(ii) except as otherwise expressly provided in the Loan Documents, release all or substantially all of the Collateral under all the Security Documents without the prior written consent of each Lender or contractually subordinate the Agent's Liens on all or substantially all of the ABL Priority Collateral without the prior written consent of each Lender, (iii) except as otherwise provided in the Loan Documents, release all or substantially all of the value of the guaranty without the prior written consent of each Lender, (iv) amend, modify or waive any pro rata sharing provision of Sections 2.05, 2.10, 2.13, 2.14 or 2.18, any provisions of Section 11.11, or any provision of this Section 13.10(a) (except for technical amendments with respect to additional extensions of credit pursuant to this Agreement which afford the protections to such additional extensions of credit of the type provided to the Commitments on the Closing Date), in each case, without the prior written consent of each Lender, (v) reduce the percentage specified in the definitions of Required Lenders or Supermajority Lenders (or the requirement that at any time there are 2 or more Lenders, "Required Lenders" and "Supermajority Lenders" must include at least 2 Lenders (who are not Affiliates of one another)) without the prior written consent of each Lender (it being understood that, with the prior written consent of the Required Lenders or Supermajority Lenders, as applicable, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders or Supermajority Lenders, as applicable, on substantially the same basis as the extensions of Commitments are included on the Closing Date), (vi) except as otherwise expressly provided in the Loan Documents, consent to the assignment or transfer by any Borrower of any of its rights and obligations under this Agreement without the consent of each Lender; provided further that no such change, waiver, discharge or termination shall (1) increase the Commitments of any Lender over the amount thereof then in effect without the consent of such Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Aggregate Commitments shall not constitute an increase of the Commitment of any Lender, and that an increase in the available portion of any Commitment of any Lender shall not constitute an increase of the Commitment of such Lender), (2) without the consent of each Agent adversely affected thereby, amend, modify or waive any provision of Section 12 or any other provision as same relates to the rights or obligations of such Agent, (3) without the consent of Agent, amend, modify or waive any provision relating to the rights or obligations of the Agent, (4) without the consent of an Issuing Bank or the Swingline Lender, amend, modify or waive any provision relating to the rights or obligations of the such Issuing Bank or Swingline Lender, (5) without the prior written consent of the Supermajority Lenders, change the definition of the terms "Availability" or "Borrowing Base" or any component definition used therein (including, without limitation, the definitions of "Eligible Accounts", "Eligible Inventory", "Eligible Equipment", "Fixed Asset Availability Amount" and "Fixed Asset Sub-Line Amount") if, as a result thereof, the amounts available to be borrowed by the Borrowers would be increased; provided that the foregoing shall not limit the discretion of the Agent to change, establish or eliminate any Borrowing Base Reserves or to add Accounts and Inventory acquired in a Permitted Acquisition to the Borrowing Base as provided herein or to modify eligibility criteria or the application

thereof that are expressly subject to the discretion or satisfaction of, or determination by, the Agent or (6) without the prior written consent of the Supermajority Lenders, increase the percentages set forth in the term "Borrowing Base" or add any new classes of eligible assets thereto.

(j) If, in connection with any proposed change, waiver, discharge or termination of any of the provisions of this Agreement as contemplated by clauses (i) through (vi), inclusive, of the first proviso to Section 13.10(a), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Lead Borrower shall have the right, so long as all non-consenting Lenders whose individual consent is required are treated as described in either clauses (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 3.04 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate such non-consenting Lender's Commitments and/or repay the outstanding Loans of such Lender in accordance with Section 3.04, provided that, unless the Commitments that are terminated, and Loans repaid, pursuant to the preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of outstanding Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B) the Required Lenders (determined after giving effect to the proposed action) shall specifically consent thereto, provided, further, that in any event the Lead Borrower shall not have the right to replace a Lender, terminate its

Commitments or repay its Loans solely as a result of the exercise of such Lender's rights (and the withholding of any required consent by such Lender) pursuant to the second proviso to Section 13.10(a).

(k) Notwithstanding anything to the contrary contained in clause (a) of this Section 13.10, Parent, the Borrowers, the Agent and each applicable Lender may (i) in accordance with the provisions of Section 2.15, enter into an Incremental Commitment Agreement, (ii) in accordance with the provisions of Section 2.19, enter into an Extension Agreement and (iii) in accordance with Section 2.20, enter into a Refinancing Amendment, and, in each such case, make amendments and changes to this Agreement, including this Section 13.10, and the other Loan Documents, as contemplated by such Sections.

(l) Notwithstanding anything to the contrary herein, any fee letter may be amended, or rights and privileges thereunder waived, in a writing executed only by the parties thereto.

(m) Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments, waivers and consents hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment, waiver or consent (and the definitions of "Supermajority" and "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

(n) Further, notwithstanding anything to the contrary contained in this Section 13.10, if following the Closing Date, the Agent and any Loan Party shall have jointly identified an obvious error or any error, ambiguity, inconsistency, defect or omission of a technical or immaterial nature, in each case, in any provision of the Loan Documents, then the Agent and the Loan Parties shall be permitted to amend such

provision and such amendment shall become effective without any further action or consent of any other party to any Loan Documents if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

(o) Notwithstanding anything to the contrary contained in clause (a) of this Section 13.10, Parent may, in accordance with, and subject to, the provisions of the last sentence of Section 10.09(b), consummate the merger, amalgamation or consolidation specified in such last sentence of Section 10.09(b), and make amendments and changes to this Agreement, including this Section 13.10, and the other Loan Documents, as contemplated by such last sentence of Section 10.09(b).

11.11 Survival. All indemnities set forth herein including, without limitation, in Sections 3.01, 3.02, 5.01, 12.07 and 13.01 shall survive the execution, delivery and termination of this Agreement and the Notes and the making and repayment of the Obligations.

11.12 Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Loans pursuant to this Section 13.12 would, at the time of such transfer, result in increased costs under Section 3.01 or 5.01 from those being charged by the respective Lender prior to such transfer, then the Borrowers shall not be obligated to pay such increased costs (although the Borrowers shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective transfer).

11.13 Register. The Borrowers hereby designate the Agent to serve as its agent, solely for purposes of this Section 13.13, to maintain a register (the "Register") on which it will record the Commitments from time to time of each of

the Lenders, the Commitments and principal amount of Loans and Letter of Credit Obligations by each of the Lenders and each repayment in respect of the principal amount of the Loans of each Lender. Parent, the Borrowers, the Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement (and the entries in the Register shall be conclusive for such purposes), notwithstanding notice to the contrary. With respect to any Lender, the transfer of the Commitments of, and the principal (and interest) amounts of the Loans owing to, such Lender and the rights to the principal of, and interest on, any Loan made pursuant to such Commitments shall not be effective until such transfer is recorded on the Register maintained by the Agent with respect to ownership of such Commitments and Loans and prior to such recordation all amounts owing to the transferor with respect to such Commitments and Loans shall remain owing to the transferor. The registration of assignment or transfer of all or part of any Commitments and Loans shall be recorded by the Agent on the Register only upon the acceptance by the Agent of a properly executed and delivered Assignment and Assumption Agreement pursuant to Section 13.04(b). Coincident with the delivery of such an Assignment and Assumption Agreement to the Agent for acceptance and registration of assignment or transfer of all or part of a Loan, or as soon thereafter as practicable, the assigning or transferor Lender shall surrender the Note (if any) evidencing such Loan, and thereupon one or more new Notes in the same aggregate principal amount shall be issued to the assigning or transferor Lender and/or the new Lender at the request of any such Lender. The registration of any provision of Commitment Increases pursuant to Section 2.15 shall be recorded by the Agent on the Register only upon the acceptance of the Agent of a properly executed and delivered Incremental Commitment Agreement. Coincident with the delivery of such Incremental Commitment Agreement for acceptance and registration of the provision of Commitment Increases, as the case may be, or as soon thereafter as practicable, to the extent requested by such Lenders and Notes shall be issued, at the Borrowers' expense, to such Lender of a Commitment Increase, to be in conformity with Section 2.04 (with appropriate modification) to the extent needed to reflect Commitment Increases, and outstanding Loans made by such Lender of a Commitment Increase.

11.14 Confidentiality.

(c) Subject to the provisions of clause (b) of this Section 13.14, the Agent, each Joint Lead Arranger and each Lender agrees that it will not disclose without the prior consent of the Lead Borrower (other than to its employees, auditors, advisors or counsel on a need-to-know basis or to another Lender if such Lender or such Lender's holding or parent company in its sole discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 13.14 to the same extent as such Lender (or language substantially similar to this Section 13.14(a)) any information with respect to Parent or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, provided that any Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 13.14(a) by such Lender, (ii) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or Federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (iii) as may be required or appropriate in respect to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Lender, (v) to the Agent, (vi) to any prospective or actual direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 13.14 (or language substantially similar to this Section 13.14(a)), and (vii) to any prospective or actual transferee, pledgee or participant in connection with any contemplated transfer, pledge or participation of any of the Loans or Commitments or any interest therein by such Lender (in each case, other than a Disqualified Lender), provided that such prospective transferee, pledge or participant agrees to be bound by the confidentiality provisions contained in this Section 13.14 (or language substantially similar to this Section 13.14(a)); provided further that, to the extent permitted pursuant to any applicable law, order, regulation or ruling, and other than in connection with credit and other bank examinations conducted in the ordinary course with respect to such Lender, in the case of any disclosure pursuant to the foregoing clauses (ii), (iii) or (iv), such Lender will use its commercially reasonable efforts to notify the Lead Borrower in advance of such disclosure so as to afford the Lead Borrower the opportunity to protect the confidentiality of the information proposed to be so disclosed.

(d) The Borrowers hereby acknowledge and agree that each Lender may share with any of its Affiliates, and such Affiliates may share with such Lender, any information related to Parent, the Lead Borrower or any of its Subsidiaries (including, without limitation, any non-public customer information regarding the creditworthiness of Parent, the Lead Borrower and its Subsidiaries), provided such Persons shall be subject to the provisions of this Section 13.14 to the same extent as such Lender. In addition, the Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

11.15 USA PATRIOT Act Notice. The Agent and each Lender hereby notifies Parent and the Borrowers that pursuant to the requirements of the USA PATRIOT Act Title III of Pub. 107-56 (signed into law October 26, 2001 and amended on March 9, 2009) (the “PATRIOT Act”), it is required to obtain, verify, and record information that identifies Parent, the Borrowers and each Subsidiary Guarantor, which information includes the name of each Loan Party and other information that will allow such Lender to identify the Loan Party in accordance with the PATRIOT Act, and each Loan Party agrees to provide such information from time to time to any Lender.

11.16 Special Provisions Regarding Pledges of Equity Interests in Persons Not Organized in Qualified Jurisdictions. The parties hereto acknowledge and agree that the provisions of the various Security Documents executed and delivered by the Loan Parties require that, among other things, all or up to 65% of Equity Interests in various Persons owned by the respective Loan Party be pledged, and delivered for pledge, pursuant to the Security Documents. The parties hereto further acknowledge and agree that each Loan Party shall be required to take all actions under the laws of the jurisdiction in which such Loan Party is organized to create and perfect all security interests granted pursuant to the various Security Documents and to take all actions under the laws of the United States to perfect the security interests in the Equity Interests of any Person organized under the laws of said jurisdictions (to the extent said Equity Interests are owned by any Loan Party).

11.17 Waiver of Sovereign Immunity. Each of the Loan Parties, in respect of itself, its Subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to the extent that Parent, the Borrowers, or any of their respective Subsidiaries or any of its properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon the Loans or any Loan Document or any other liability or obligation of Parent, the Borrowers, or any of their respective Subsidiaries related to or arising from the transactions contemplated by any of the Loan Documents, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Parent and the Borrowers, for themselves and on behalf of their respective Subsidiaries, hereby expressly waive, to the fullest extent permissible under applicable law, any such immunity, and agree not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, Parent and the Lead Borrower further agree that the waivers set forth in this Section 13.17 shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

11.18 INTERCREDITOR AGREEMENT.

(b) EACH LENDER, ISSUING BANK AND OTHER SECURED PARTY (I) UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IT (AND EACH OF ITS SUCCESSORS AND ASSIGNS) AND EACH OTHER SECURED PARTY (AND EACH OF THEIR SUCCESSORS AND ASSIGNS) SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT, WHICH IN CERTAIN CIRCUMSTANCES MAY REQUIRE (AS MORE FULLY PROVIDED THEREIN) THE TAKING OF CERTAIN ACTIONS BY THE LENDERS OR OTHER SECURED PARTIES, INCLUDING THE PURCHASE AND SALE OF PARTICIPATIONS BY VARIOUS LENDERS TO EACH OTHER IN ACCORDANCE WITH THE TERMS THEREOF, AND (II) WITHOUT LIMITING ANYTHING ELSE CONTAINED HEREIN, AUTHORIZES THE AGENT TO ENTER INTO ANY “ADDITIONAL DEBT INTERCREDITOR AGREEMENT” OR ANY “PERMITTED JUNIOR DEBT INTERCREDITOR AGREEMENT” (IN EACH CASE, AS DEFINED HEREIN) AND ANY OTHER

INTERCREDITOR OR SUBORDINATION AGREEMENT (AND ANY AMENDMENTS, AMENDMENTS AND RESTATEMENTS, RESTATEMENTS OR WAIVERS OF OR SUPPLEMENTS TO OR OTHER MODIFICATIONS TO, ANY OF THE FOREGOING) AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR OTHERWISE DEEMED ADVISABLE BY THE AGENT) IN CONNECTION WITH THE INCURRENCE BY ANY LOAN PARTY OF ANY INDEBTEDNESS PERMITTED HEREUNDER, IN ORDER TO PERMIT SUCH INDEBTEDNESS TO BE SECURED BY A VALID, PERFECTED LIEN (IF PERMITTED HEREUNDER) AND/OR TO HAVE THE PRIORITY CONTEMPLATED HEREBY AND EACH LENDER, ISSUING BANK AND OTHER

SECURED PARTY ACKNOWLEDGES THAT ANY SUCH INTERCREDITOR OR SUBORDINATION AGREEMENT WILL BE BINDING UPON IT.

(c) EACH OF THE LENDERS, THE ISSUING BANKS AND THE OTHER SECURED PARTIES HEREBY IRREVOCABLY (I) CONSENTS TO THE TREATMENT OF LIENS TO BE PROVIDED FOR UNDER THE INTERCREDITOR AGREEMENT AND ANY ADDITIONAL DEBT INTERCREDITOR AGREEMENT OR ANY PERMITTED JUNIOR DEBT INTERCREDITOR AGREEMENT, (II) AGREES THAT, UPON THE EXECUTION AND DELIVERY THEREOF, SUCH SECURED PARTY WILL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND ANY ADDITIONAL DEBT INTERCREDITOR AGREEMENT OR ANY PERMITTED JUNIOR DEBT INTERCREDITOR AGREEMENT AS IF IT WERE A SIGNATORY THERETO AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS THEREOF, (III) AGREES THAT NO SECURED PARTY SHALL HAVE ANY RIGHT OF ACTION WHATSOEVER AGAINST THE AGENT AS A RESULT OF ANY ACTION TAKEN BY THE AGENT PURSUANT TO THIS SECTION OR IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT OR ANY ADDITIONAL DEBT INTERCREDITOR AGREEMENT OR ANY PERMITTED JUNIOR DEBT INTERCREDITOR AGREEMENT AND (IV) AUTHORIZES AND DIRECTS THE AGENT TO CARRY OUT THE PROVISIONS AND INTENT OF EACH SUCH DOCUMENT.

(d) EACH OF THE LENDERS, THE ISSUING BANKS AND THE OTHER SECURED PARTIES HEREBY IRREVOCABLY FURTHER AUTHORIZES AND DIRECTS THE AGENT TO EXECUTE AND DELIVER, IN EACH CASE ON BEHALF OF SUCH SECURED PARTY AND WITHOUT ANY FURTHER CONSENT, AUTHORIZATION OR OTHER ACTION BY SUCH SECURED PARTY, ANY AMENDMENTS, SUPPLEMENTS OR OTHER MODIFICATIONS OF ANY SECURITY DOCUMENT TO ADD OR REMOVE ANY LEGEND THAT MAY BE REQUIRED PURSUANT TO THE INTERCREDITOR AGREEMENT, ANY ADDITIONAL DEBT INTERCREDITOR AGREEMENT OR ANY PERMITTED JUNIOR DEBT INTERCREDITOR AGREEMENT.

(e) THE PROVISIONS OF THIS SECTION 13.18 ARE NOT INTENDED TO SUMMARIZE OR FULLY DESCRIBE THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER, ISSUING BANK AND OTHER SECURED PARTY IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NO AGENT OR ANY OF AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER, ISSUING BANK OR OTHER SECURED PARTY AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. A COPY OF THE INTERCREDITOR AGREEMENT MAY BE OBTAINED FROM THE AGENT.

(f) THE INTERCREDITOR AGREEMENT IS AN AGREEMENT SOLELY AMONGST THE LENDERS AND OTHER SECURED PARTIES (AND THEIR SUCCESSORS AND ASSIGNS) AND IS NOT AN AGREEMENT TO WHICH THE LEAD BORROWER OR ANY OF ITS SUBSIDIARIES IS PARTY. AS MORE FULLY PROVIDED THEREIN, THE INTERCREDITOR AGREEMENT CAN ONLY BE AMENDED BY THE PARTIES THERETO IN ACCORDANCE WITH THE PROVISIONS THEREOF.

11.19 Absence of Fiduciary Relationship. Notwithstanding any other provision of this Agreement or any provision of any other Loan Document, (i) none of the Joint Lead Arrangers or any Lender shall, solely by reason of this Agreement

or any other Loan Document, have any fiduciary, advisory or agency relationship or duty in respect of any Lender or any other Person and (ii) Parent and the Borrowers hereby

waive, to the fullest extent permitted by law, any claims they may have against any Joint Lead Arranger or any Lender for breach of fiduciary duty or alleged breach of fiduciary duty.

11.20 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

11.21 Release of Liens and Guarantees.

(f) Any Loan Party (other than Parent or the Lead Borrower) shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Loan Party shall be automatically released, upon the consummation of any transaction permitted by this Agreement as a result of which such Loan Party ceases to be a Subsidiary; provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. In the event any Loan Party (other than Parent or the Lead Borrower) shall be or shall become an Excluded Subsidiary, such Loan Party shall, upon request of the Lead Borrower (or, if such Loan Party shall become an Excluded Subsidiary as a result of the designation thereof as an Unrestricted Subsidiary, automatically without any further action by any Secured Party or any other Person), be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Loan Party shall be, upon request of the Lead Borrower (or, in the circumstances described above, automatically), released; provided that if such Subsidiary is a Loan Party that owns any Collateral included in the Borrowing Base, no such release shall be effective unless and until the Lead Borrower shall have (i) delivered to the Agent a completed Borrowing Base Certificate calculating and certifying the Borrowing Base and Availability as of the most recent date for which a calculation of the Borrowing Base shall have been delivered pursuant to Section 9.16(a), giving pro forma effect to such Subsidiary becoming an Excluded Subsidiary as if effected immediately prior to such date and (ii) substantially simultaneously with the delivery of the Borrowing Base Certificate referred to in clause (i), to the extent that Aggregate Exposure would otherwise exceed the Borrowing Base then in effect, prepaid Loans and/or Cash Collateralized Letters of Credit in an amount sufficient to eliminate such excess. Upon any sale or other transfer by any Loan Party (other than to any other Loan Party) of any Collateral in a transaction permitted under this Agreement, upon any asset ceasing to be, or ceasing to be required to be, Collateral as a result of becoming Excluded Property, or upon the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral pursuant to Section 13.10, the security interests in such Collateral created by the Security Documents shall be automatically released without any further action by any Secured Party or any other Person.

(g) Upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (i) contingent indemnification obligations and expense reimbursement obligations not yet due and payable and (ii) unless an Event of Default has occurred and is continuing and the Agent and/or Lenders are exercising remedies provided in Section 11 of this Agreement or any other Loan Document or the Loans have automatically become immediately due and payable and the Letter of Credit Exposure has automatically been required to be Cash Collateralized as set forth in Section 11, Bank Product Obligations) and the expiration or termination of all Letters of Credit (unless Cash Collateralized or backstopped on terms reasonably satisfactory to the Agent and Issuing Banks), all security interests created by the Security Documents and all guarantees created by Loan Documents shall be automatically terminated and released without any further action by any Secured Party or any other Person.

(h) In connection with any termination or release pursuant to this Section, the Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence

such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Agent.

11.22 Judgment Currency.

(b) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in one currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agent could purchase the first currency with such other currency at the Agent's principal office in London at 11:00 A.M. (London time) on the Business Day preceding that on which final judgment is given.

(c) The obligation of each Loan Party in respect of any sum due from it in any currency (the "Relevant Currency") to any Lender or the Agent hereunder shall, notwithstanding any judgment in any other currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Agent (including by the Agent on behalf of such Lender, as the case may be), of any sum adjudged to be so due in such other currency, such Lender or the Agent (as the case may be) may in accordance with normal banking procedures purchase the Relevant Currency with such other currency. If the amount of the Relevant Currency so purchased is less than such sum due to such Lender or the Agent (as the case may be) in the Relevant Currency, each Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Agent (as the case may be) against such loss, and if the amount of the Relevant Currency so purchased exceeds such sum due to any Lender or the Agent (as the case may be) in the Relevant Currency, such Lender or the Agent (as the case may be) agrees to promptly remit to the applicable Loan Party such excess.

11.23 Substitution of Currency; Changes in Market Practices.

(c) If a change in any foreign currency occurs pursuant to any applicable law, rule or regulation of any governmental, monetary or multi-national authority, this Agreement (including, without limitation, the definition of LIBO Rate) will be amended to the extent determined by the Agent to be necessary to reflect the change in currency (and any relevant market conventions or practices relating to such change in currency) and to put the Lender Group and the Borrowers in the same position, so far as possible, that they would have been in if no change in such foreign currency had occurred.

(d) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

11.24 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate

therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

* * *

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CHIQUITA BRANDS
INTERNATIONAL, INC.,
as Parent
By: /s/ Darcilo Santos
Name: Darcilo Santos
Title: Chief Financial Officer

CHIQUITA BRANDS L.L.C.
as Lead Borrower
By: /s/ Darcilo Santos
Name: Darcilo Santos
Title: Chief Financial Officer
of Chiquita Brands
International, Inc.
(an Authorized Officer)

CHIQUITA FRESH NORTH
AMERICA L.L.C.
FRESH INTERNATIONAL
CORP.,
FRESH EXPRESS
INCORPORATED
B C SYSTEMS, INC.,
CB CONTAINERS, INC.,
VERDELLI FARMS, INC.,
and
TRANSFRESH
CORPORATION
By: /s/ Darcilo Santos
Name: Darcilo Santos
Title: Chief Financial Officer
of Chiquita Brands
International, Inc.
(an Authorized Officer)

V.F. TRANSPORTATION,
L.L.C., as a Borrower

By: VERDELLI FARMS,
INC., its sole Manager
By: /s/ Darcilo Santos
Name: Darcilo Santos
Title: Chief Financial Officer
of Chiquita Brands
International, Inc.
(an Authorized Officer)

BANK OF AMERICA, N.A.
as Administrative Agent,
Collateral Agent,
Swingline Lender, Issuing Bank
and a Lender
By: /s/ John Olsen
Name: John Olsen
Title: Senior Vice President

WELLS FARGO BANK,
NATIONAL ASSOCIATION
as Syndication Agent, Joint
Lead Arranger and a
Lender and, with respect to the
Existing Letters
of Credit, Issuing Bank
By: /s/ Anwar S. Young
Name: Anwar S. Young
Title: Authorized Signatory
