

certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender 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 PARTICIPANT]

By: ____
Name:
Title:

Date: _____, 20[]

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EXHIBIT C-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are 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 owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any of the Borrowers within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is 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 IRS Form W-8IMY (or successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or successor form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E (or successor form) from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender 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 PARTICIPANT]

By: ____
Name:
Title:

Date: _____, 20[]

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EXHIBIT C-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are 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 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) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any of the Borrowers within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is 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 IRS Form W-8IMY (or successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or successor form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E (or successor form) from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. 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[]

EXHIBIT D

[[NYCORP:3506615v7:3178W: 02/11/2015--01:20 PM]]

FORM OF SECRETARY'S CERTIFICATE

[Date]

Reference is hereby made to the Credit Agreement dated as of February 5, 2015 (as amended, 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, Wells Fargo Bank, National Association, as syndication agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association, as joint lead arrangers and joint bookrunning managers. Capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

I, _____, the [Secretary] [Assistant Secretary] of [Loan Party] (the "Company"), on behalf of the Company and not in my individual capacity, do hereby certify that:

A. Attached hereto as Annex I is a true, correct and complete copy of the [certificate] [articles] of [incorporation] [formation] of the Company certified by the Secretary of State of the State of [] as of a recent date, including all amendments thereto, as in full force and effect on the date hereof. Except as attached hereto, no amendment, supplement or other document relating to, modifying or otherwise affecting the [certificate] [articles] of [incorporation] [formation] of the Company or the equivalent thereof has been filed in its jurisdiction of [incorporation] [formation], and no action has been taken in contemplation of, or to effect or authorize, any such amendment, supplement or other document.

B. Attached hereto as Annex II is a true, correct and complete copy of the [bylaws] [operating agreement] of the Company including all amendments thereto, as in full force and effect on the date hereof. The attached [have] [has] not been amended since the date thereof, and no action has been taken for the purpose of effecting any amendment, modification or rescission thereof.

C. Attached hereto as Annex III is a true, correct and complete copy of the resolutions duly adopted by the [governing body] of the Company [at a meeting held on []], at which a quorum was present and acting throughout] [by written consent without a meeting in accordance with the laws of the State of []], approving and authorizing, among other things, the execution, delivery and performance of the Credit Agreement, the Loan Documents and each of the transactions contemplated thereby. Such resolutions have not been amended, modified or revoked and are in full force and effect on the date hereof.

D. The persons named in the Incumbency Certificate attached hereto as Annex IV have been duly elected and qualified and are, as of the date hereof, acting officers of the Company, holding the respective offices set opposite their names, and the signatures set opposite their names are their genuine signatures.

E. Attached hereto as Annex V is a certificate of good standing from the Secretary of State of the State of [] in respect of the Company, dated as of a recent date.

[Signature Page Follows]

IN WITNESS WHEREOF, I have signed this certificate as of the date first above written.

By: ____
Name:
Title: [Secretary] [Assistant Secretary]

I, _____, [President] of [Loan Party], do hereby certify that _____ has been duly elected or appointed and has duly qualified as the [Secretary] [Assistant Secretary] of [Loan Party] and the signature above is [his] [her] genuine signature.

IN WITNESS WHEREOF, I have signed this certificate as of the date first above written.

By: ____
Name:
Title: [President]

[Secretary's Certificate]

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EXHIBIT E

ANNEX I

[Certificate] [Articles] of [Incorporation] [Formation] [Organization]

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ANNEX II

[Bylaws] [Operating Agreement] [Limited liability company agreement]

ANNEX III

Resolutions

3

[[NYCORP:3506612v18:3178W: 02/05/2015--10:48 AM]]

ANNEX IV

Incumbency Certificate of [Loan Party]

| <u>Title</u> | <u>Printed Name</u> | <u>Signature</u> |
|--------------|---------------------|------------------|
| | | <hr/> |
| | | <hr/> |
| | | <hr/> |

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ANNEX V

Good Standing Certificate

5

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FORM OF GUARANTY AND SECURITY AGREEMENT

This **GUARANTY AND SECURITY AGREEMENT** (this “Agreement”), dated as of February 5, 2015, among the Persons listed on the signature pages hereof as “Grantors” and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a “Grantor” and collectively, the “Grantors”), and **BANK OF AMERICA, N.A.** (“Bank of America”), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among **CHIKUITA BRANDS INTERNATIONAL, INC.**, a New Jersey corporation (“Parent”), **CHIKUITA BRANDS L.L.C.**, a Delaware limited liability company (the “Lead Borrower”), each U.S. Subsidiary listed as a Borrower on the signature pages thereto and such other U.S. Subsidiaries as the Lead Borrower may designate from time to time (together with the Lead Borrower, the “Borrowers”), the Lenders party thereto from time to time, the Agent, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as syndication agent, and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED** and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as joint lead arrangers and joint bookrunning managers, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Agent has agreed to act as the administrative agent and collateral agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, (a) each Grantor a party hereto has agreed to guaranty the Guaranteed Obligations, and (b) each Grantor has agreed to grant to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than the Grantors that are Borrowers) is an Affiliate or a Restricted Subsidiary of one or more of the Borrowers and, as such, will benefit by virtue of the financial accommodations extended to the Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Definitions; Construction.

All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Agreement 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. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

“ABL Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Account” means an account (as defined in Article 9 of the Code).

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

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

“Books” means books and records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s goods or General Intangibles related to such information).

“Borrower” and “Borrowers” have the meaning set forth in the recitals to this Agreement.

“CEA” means the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

“CFTC” means the Commodity Futures Trading Commission.

“Chattel Paper” means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to the Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

“Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith, including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

“Copyright Security Agreement” means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and the Agent, in substantially the form of Exhibit A.

“Credit Agreement” has the meaning set forth in the recitals to this Agreement.

“Disregarded Domestic Entity” means any (i) FSHCO or (ii) U.S. Subsidiary that has no material assets other than Equity Interests in (A) CFCs or (B) Unrestricted Subsidiaries.

“Effective Date” means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

“Eligibility Date” means with respect to each Loan Party and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effective Date of such Swap if this Agreement or any other Loan Document is then

in effect with respect to such Loan Party, and otherwise it shall be the Effective Date of this Agreement and/or such other Loan Document(s) to which such Loan Party is a party).

“Eligible Contract Participant” means an “eligible contract participant” as defined in the CEA and regulations promulgated thereunder.

“Excluded Property” means the assets of the Grantors that are excluded from the Collateral by virtue of the final paragraph of Section 3 of this Agreement.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty in respect of or the grant of a security interest to secure such Swap Obligation (or any portion of the Guaranty in respect thereof) by such Loan Party is or becomes illegal under the CEA or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an Eligible Contract Participant on the Eligibility Date with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

“Farm Products” means farm products (as that term is defined in the Code).

“Fixtures” means fixtures (as that term is defined in the Code).

“Foreign IP Lien Documents” has the meaning set forth in Section 6(i).

“Foreign IP Releases” means releases of all Liens and Security Interests granted pursuant to the Existing Credit Agreement with respect to certain of the Non-United States Trademarks set forth on Schedule 13.

“General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, software, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

“Grantor” and “Grantors” have the respective meanings set forth in the preamble to this Agreement.

“Guarantied Obligations” means all of the Obligations (including any Bank Product Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees (including the fees provided for in the Fee Letter), indemnification and expense and fee reimbursement obligations (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding, or otherwise) and any and all expenses (including reasonable counsel fees and expenses) incurred by the Agent or any other member of the Lender Group in enforcing any rights under the any of the Loan Documents. Without limiting the generality of the foregoing, Guarantied Obligations shall include all amounts that constitute part of the Guarantied Obligations and would be owed by the Borrowers to the Agent, any other member of the Lender Group, or any Bank Product Provider but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving the Borrowers or any guarantor. Notwithstanding anything to the contrary contained in this definition or otherwise in this Agreement, the term “Guarantied Obligations” shall exclude any Excluded Swap Obligations of such Loan Party.

“Guarantor” means each Grantor that is not a Borrower.

“Guaranty” means the guaranty set forth in Section 2 hereof.

“Indemnified Person” has the meaning set forth in Section 20(a) hereof.

“Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided by the Specified Party to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group’s rights under the Loan Documents.

“Investment Property” means (A) any and all investment property (as that term is defined in the Code), and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

“Joinder” means each Joinder to this Agreement executed and delivered by the Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

“Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

“Non-Qualifying Party” means any Loan Party that fails for any reason to qualify as an Eligible Contract Participant on the Effective Date of the applicable Swap.

“Non-United States Trademarks” means the Trademarks that are set forth on Schedule 13 hereto that are registered or applied for outside the United States.

“Noteholder Documents” has the meaning set forth in the Intercreditor Agreement.

“Noteholder Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Parent” has the meaning set forth in the recitals to this Agreement.

“Patents” means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

“Patent Security Agreement” means each Patent Security Agreement executed and delivered by Grantors, or any of them, and the Agent, in substantially the form of Exhibit B.

“Pledged Companies” means each Person listed on Schedule 5 as a “Pledged Company,” together with each other Person, all or a portion of whose Equity Interests are acquired by a Grantor or otherwise become owned by a Grantor as a result of the formation of such Person as a direct Subsidiary of such Grantor after the Closing Date.

“Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates