STATUTES OF HORTIFRUT S.A.

CONSOLIDATED AND UPDATED TEXT

TITULE 1
NAME, ADDRESS, OBJECT AND TERM OF THE COMPANY

ARTICLE 1° The company called "HORTIFRUT S.A." that will be governed by the present statutes and, in the silence of these, by the regulation *Ley N°. 18.046*, and its modification and rules.

ARTICLE 2° The address of the company will be the city of Santiago, Chile. The corporation could establishes agencies or subsidiaries in other cities of the country and abroad.

ARTICLE 3° The company will have as object the acquisition, production, manufacture, processing, industrialization, distribution, marketing, export, import of all kinds of products or vegetables, fruit, agricultural and other sub products, as well as, the services or consulting provision in relation to such matters and other activities agree by the Board or meetings, and which relate to the aforementioned activities or that complement them; the maintenance of real estate and securities investments, values and rights in partnerships, and the perception of its fruits; and, in general, celebrate and perform all board minutes, contracts, business, procedures and actions that have finally fulfill the company purpose.

ARTICLE 4° The term of the partnership will be indefinite**.**

TITTLE II
ABOUT CAPITAL AND SHARES

ARTICLE 5° The company capital is 136,410,969 dollars of The United States of America, with 17 cents of the same currency, divided in 435,520,079 nominative shares, of the same and unique series, with no par value and no privilege.

ARTICLE 6° The shares will be nominatives and in form, subscription, issuance, deliver, replace, transfer, transmission or cancellation it will be applied the rules in *law n°18.046* and its regulations. To the company does not correspond to pronounce it about share transfer and it is obligated to register without further formalities the transfer that present it, as long as these comply with the minimum formalities that the regulations establishes.

ARTICLE 7° The company does not recognize or authorize the share fractions, and if two or more persons jointly were owners of one or more shares, they should appoint a common representative to act on their behalf before the company.

ARTICLE 8° The outstanding balances of the subscribed and unpaid shares will be readjusted in the same proportion that varies the value of the *Unidad de Fomento* (UF). The deadline for the issuance, subscription and payment of the shares established by the respective shareholders' meetings on capital increases may not exceed three or five years concerning shares designated for workers compensation plans. The shares whose value is not fully paid shall enjoy equal rights as fully paid except related to the participation that corresponds to them in social benefits and capital returns, cases in which they concur in proportion to the paid part. When a shareholder does not timely pay the whole or part of the shares subscribed by it, the company may use for such payment any of the means established by the law number eighteen thousand and forty-six and its Regulations.

TITLE III
COMPANY ADMINISTRATION

ARTICLE 9° The company will be admistrated by a Board composed by nine members, chosen by the Shareholders' Meeting. The Board will last for a period of three years after which they should totally renewed, its members can be re-elected indefinitely. To be Director is not required to be a shareholder of the company. Director functions cannot be delegated and the functions are exercised collectively in a legally constituted room.

ARTICLE 10° Directors will be remunerated by its charges. The amount of the remuneration will be said annually by the Shareholders Ordinary Meeting. President shall be entitled to twice of what correspond to each Director perceive.

ARTICLE 11° The Director shall have the judicial and extrajudicial representation of the company in all respects to compliance the company purpose, it will not be necessary to confirm to third parties. The Board of Directors will be vested with all the powers of administration and disposition that the law or the statutes do not establish as a shareholders' meeting exclusively, without having to give any special power, even for those board minute or contracts for which the laws require this circumstance. This does not preclude the representation of the CEO of the company, in agree with law and statutes. The Board may delegate some of its powers to the chief executives, managers, assistant managers or attorneys of the company, a Director or a committee of Directors and, for certain objects especially determinate, in others.

ARTICLE 12° The Board shall elect from its members a President who is also in the Shareholders' Meetings. The President does not have the power to settle ties. Also appoint a

director to act in replacement of the President in cases of absence or inability, with the title of Vice President.

ARTICLE 13° Board meetings will be constitute by an absolute majority of the number of Directors of the company and its agreements shall be adopted by an absolute majority of the directors present voting, unless the law or the statute requires a special quorum. The deliberations and decisions of the Board are contained in the appropriate records book, which must be signed by the directors attending to each meeting. The Director who wants to save his responsibility for any board minute or agreement of the Board, shall include in the record his opposition, it must realize at the next Ordinary Shareholders' Meeting by who is presiding it. The Director who considers that an board minute suffer of inaccuracies or omissions has the right to stamp, before signing, the corresponding exceptions.

ARTICLE 14° The Director shall meet at least once a month. Board meetings will be ordinary and extraordinary. The first will be held on dates and times predetermined by the Board itself and will not require a special summons, without prejudice to the instructions could give the Board on the matter. The latter shall be held at the arrange, especially the President, whether or indication of one or more directors, prequalification that the President makes the need for the meeting, unless it is requested by an absolute majority of the Directors, case in which must necessarily be celebrate it without prequalification. The sessions will be performed at the registered office, unless the directors unanimously agreed performing a given session outside the registered office or participate in a unanimous vote of the directors. The summons to Board extraordinary sessions, will be performed by the communication medias that the Board unanimously determined, whenever they provided a reasonable assurance of their loyalty or, in the absence of determination of such means, by registered letter dispatched to each Directors, at least, with three days in advance. This deadline could reduce to twenty-four hours of anticipation, if the letter has been delivered personally to the Director by a Public Notary. The summons to an extraordinary session must contain a reference to this matter of what it is about, and may be omitted if, at the meeting, meet the unanimity of the Company Directors.

ARTICLE 15° The company shall have a CEO who shall be appointed by the Board which will set powers and duties and will have the responsibility of the immediate direction of the affairs of company. The CEO has the legal representation of the company, being legally invest with the established faculties in both subparagraph of the seventh article of the Civil Procedures Code and has a right to speak in the Board meetings, answering to the members about all the preliminary agreement for the company and shareholders, when is not recorded its contrary opinion in the board minute. Also has obligations and duties set forth in the laws and regulations relating to public limited companies. In case of absence or temporary impediment of the CEO, the Board may appoint a replacement. The position of CEO is incompatible with the president, auditor; accountant or director of the company charge.

ARTICLE 16° It is the responsibility of the Board the custody of corporate books and records and that they are brought to the regularity required by law and its complementary regulations. The Board may delegate this function, which shall be recorded in the board minute**.**

ARTICLE 17° If a Director vacancy arises, the Board shall appoint his replacement, who will remain in such work until the next Ordinary Shareholders' Meeting, which must be renewed the entire Board.

TITLE IV
ABOUT SHAREHOLDERS' MEETINGS

ARTICLE 18° Shareholders will meet in Ordinary or Extraordinary meetings, which are to be verified anywhere within the address set forth by social statutes. However, the Boards may be perform outside the registered office if all of the issued shares with voting rights attend the same, but must be performed in Chile. In case that the Board cannot be performed in the registered office this should be celebrated before a public notary according to the *Ley 18.046*, its Regulations or these statutes.

ARTICLE 19° The Ordinary General Shareholders' Meeting will celebrate annually in the date that the Board determinate within the first four-month of every year. It will be the subject of Ordinary Meeting: One) The examination of the company situation and the reports of the respective external audit of the company and the approval or rejection of memory, balance, state and financial statements submitted by administrators or liquidators of the company; Two) The distribution of the profits of each exercise and especially the dividend distribution; Three) The election or revocation of the members of the Board, liquidator, supervisor of the administration; and Four) In general, any subject of social interest which is not subject of an Extraordinary Meeting.

ARTICLE 20° The Extraordinary Shareholders' Meetings could celebrate every time that the company needs require. This meeting will be arrange by the Board to own initiative or asked by the shareholders that represent at least ten percent of the voting stock, expressing in the application the subjects to deal in the Meeting and the form indicated in the regulations in *Ley 18.046*. In the summons must state the purpose of the meeting and only may be treated the matters included in the notice. Only in Extraordinary Shareholders Meeting called for that purpose may be agreed: One) The dissolution of the company; Two) The transformation, merge or division of the company and the statute reform; Three) Issuance of bonds or convertible debenture in shares; Four) Alienation of the assets of the company in terms that indicate the number nine of the article sixty seven of the law number eighteen thousand forty-six; Five) The granting of real or personal warranties to bail obligations of thirds except if they are subsidiary societies, in which case the approve of the

Board will be enough; Six) Other subject that by law or statutes correspond to the Shareholders' Meeting knowledge or competence. The subjects relate to number one, two, three and four just could celebrate in a Meeting before a Notary, who should certificate that the Board Minute is the faithful expression of what happened and accorded in the meeting.

ARTICLE 21° The summons to Shareholders' General Meeting, both ordinary and extraordinary, will be through a notice stressed that published at least three times on different days, in the newspaper of the registered office as determined by the Shareholders' Meeting or lack of agreement or in case of suspension or disappearance of the newspaper designated, in the Official Journal at the time, manner and conditions indicated by the *Ley 18.046*. In addition, you should sent a summons by mail to each shareholder with a minimum of fifteen days from the date of the General Meeting which shall contain a reference to the matters to be treated in it and an indication of how to obtain full copies of the documents underlying various options under their vote. In any case, they can self-convened and validly celebrate those meetings that concur all the issued shares with voting rights, even when not been complied with the formalities required for summons.

ARTICLE 22° The Shareholders' Boards will constitute in a first summons with absolute majority in the issued voting stock and in a second summon, which they are present and represented. The agreement shall be adopted with a favorable vote, except in the case of matters regarding to the article 67 of the *Ley n°18.046*. In this case, they need the endorsement quorums mentioned in this article.

ARTICLE 23° The shares will be entitled with a vote per share they own or represent, can be accumulated or distributed in voting as they deem appropriate. Shareholders may be represented at meetings by another person who need not be a shareholder. The representation must be in writing, in the form and conditions set by *Law N° 18.046* and its regulations.

TITLE V
BALANCE AND PROFIT DISTRIBUTION

ARTICLE 24° At December 31 of each year a balance of the company operations will be performed. The balance must express the new capital value, and shares, of the company in accordance with the law regulations.

ARTICLE 25° The Board shall submit to the consideration of the Ordinary Shareholders' Meetings a report on the state of the company in the last year, accompanied by the balance sheet, the profit and loss account and the audit report thereon, submitted by the respective external audit firm. No later than the first meeting notice for the Ordinary Meeting, the Board shall make available to shareholders registered in the respective Register, a copy of the Balance and the Company's Report, including the opinion of the respective external

audit firm and their respective notes. If the balance and profit and loss states, were modified by the Board, pertinent changes, will be available to shareholders within fifteen days from the date of the Meeting.

ARTICLE 26° It will be distributed annually as dividend, in cash, to the shareholders in proportion to their shares, fifty percent at least of the net profits of each year, unless otherwise agreed in the respective Board unanimously the issued shares. In any case, the Board may, under the personal responsibility of the directors who attend the respective agreement, distribute interim dividends during the financial year against profits thereof, provided that is not any accumulated losses.

ARTICLE 27° By a different agreement adopted in the respective Board by unanimous vote of the issued shares, the dividends must be paid in cash.

TITLE VI
ABOUT ADMINISTRATION AUDIT

ARTICLE 28° The Ordinary Shareholders' Meeting named annually an external audit company regulated by the Title 28 of the *Ley N° 18.045* in order to examined the accounts, inventory, and balance of the company, also guard the social operation and inform by written to the next Ordinary Meeting about the compliance of its commands.

TITLE VII
DISSOLUTION AND LIQUIDATION

ARTICLE 29° Dissolved the company, the liquidation will be practiced by a liquidating commission form by three members appointed by the shareholders in Ordinary or Extraordinary General Meeting, as appropriate, which shall fix their remuneration. This committee shall appoint a President among its members, who represent the company in a judicial and extra judicial manner. During the liquidation will apply all the statutes that do not oppose to the liquidation and subsisting means the *ley 18.046* as a legal person for liquidation purpose.

TITLE VIII
GENERAL DISPOSITION

ARTICLE 30° Any difficulty or dispute arising between shareholders, as such or between them and the company or its managers, either during the term of the company or during its liquidation, shall be submitted to a mixed arbitrator, this is, arbitrator in the procedure and law regarding the ruling, in agreement to Procedural Arbitration Rules inforce of the *Centro*

de Arbitraje y Mediación de Santiago. The parties confer an irrevocable special power to the *Cámara de Comercio de Santiago A.G.* (Chamber of Commerce of Santiago), so that, at the written request of any of them designate the mixed arbitrator between the lawyers of the arbitration body of the *Centro de Arbitraje y Mediación de Santiago*. The arbitrator is –especially- empowered to resolve all matters related to its competence and / or jurisdiction.

ARTICLE 31° In the silence of these statutes the disposition of the *Ley N° 18.046* and its regulation will be apply.

TEMPORARY ARTICLES

FIRST TEMPORARY ARTICLE: One: In an Extra Ordinary Shareholders' Meeting of Hortifrut S.A. celebrated on April 30, 2013, it was agreed and approved the merge for the incorporation of Vital Berry Marketing Spa in Hortifrut S.A., incorporating the latter to the first and, consequently, acquired all its assets and liabilities, having as base and in agreement to the precedents given by the shareholders' and approved by the meeting; and succeeded in all its rights and obligations. Thus, because of the merge, in addition to Hortifrut S.A. acquiring the total of the equity of Vital Berry Marketing SpA, will acquire its rights, authorization, patent, permissions and other assets, represented or not in the inventories and balances of this last company, even acquire those assets that posterity to the merge by incorporating Vital Berry Marketing SpA in Hortifrut S.A. In the same way, they will be based in and be the exclusive responsibility of Hortifrut S.A., liabilities and obligations of Vital Berry Marketing SpA that appears in their accounting entries to January 31, 2013 and all those who had acquired, assumed or incurred Vital Berry Marketing SpA from that date until the realization of the merger, in the same way and with all the features, conditions and deadlines, exceptions and guarantees that such liabilities and obligations had at the date of the merger. Equally, Hortifrut S.A. follows to Vital Berry Marketing SpA in the legal position that the latter keeps in any operation, business, contract or convention of any nature and that is inforce to the merge execution by the incorporation of Vital Berry Marketing SpA in Hortifrut S.A. **Two**. The merge will be materialized and produced effects on June 30, 2013, or in a later date if the *Superintendencia de Valores y Seguros* issues the certificated of the inscription of the new share of Hortifrut S.A. subsequently to June 30, 2013, and always it has been fulfill the consistent condition precedent in that the retirement right that will born for Hortifrut S.A. shareholders both to Vital Berry Marketing SpA as a consequence of the merge, be execute regarding to the inferior or equal quantity of 5% of the total shares issued and paid from each of those companies. **Three**. The merge execution will produced by the subscription of the Hortifrut S.A. and Vital Berry Marketing SpA representatives by a public deeds in which, among other aspects, will be declare the merge execution and will be stipulated the form as will be improve the material delivery to Hortifrut S.A. of all assets and liabilities contained in

books, inventories and balance of Vital Berry Marketing SpA to 31 January 2013; and those who have acquired that latter company between that date and the date of merge execution, having that same instrument to establish provisions and given the statements and commands required to register the assets which form part of the Vital Berry Marketing SpA assets on behalf of Hortifrut S.A. **Four**. In relation to the condition precedent relating to the right of withdrawal, if the number of shares of Hortifrut S.A. for which it exercises the right of withdrawal is equal to or less than 5% of the shares and paid of Hortifrut SA, this is, equal or less to 17,856,323 shares, and if the share numbers of Vital Berry Marketing SpA for which it exercises the right of withdrawal is equal to or less than 5% of the subscribed and paid of Vital Berry Marketing SpA, this is, equal or less than 12,371 shares, the condition precedent will be defined as being and the relative agreement to the merge of the incorporation of Vital Berry Marketing SpA in Hortifrut S.A. will produce then all the effects in the approved terms. On the contrary, if the number of shares of both or any of the companies Hortifrut SA and Vital Berry Marketing SpA regarding for which the withdrawal right is exercised is more than 5% of the subscribed and paid shares of each of these companies, it means that the suspensive condition is failed, so that these agreements will be void, as if there shall have been adopted and, therefore, it shall be referred not exercised the right of withdrawal. In the event that the aforementioned suspensive condition fails, the Boards of Hortifrut S.A. and Vital Berry Marketing SpA may convene a new extraordinary shareholders meeting for it to rule on the amendment or revocation of the agreements that led to the withdrawal right mentioned, in accordance with the provisions in article 71 of the *Ley 18.046*. **Five.** Because of the merge, Hortifrut S.A. shall account the absorbed assets and liabilities to the financial values thereof, and maintain the register of the tax value that have the assets and liabilities referred of Vital Berry Marketing SpA in agreement with the article 64 of the *Código Tributarios* and Memorandum N°45 of the Internal Revenue Service dated July 16, 2001. Hortifrut S.A. shall be the legal successor of Vital Berry Marketing SpA for all the legal effects. Also, Hortifrut S.A. becomes jointly liable, and commit to pay the taxes that could debt Vital Berry Marketing SpA, in accordance with Article 69 of the Tax Code. **Six.** Because of the merge, Vital Berry Marketing SpA shall be dissolved and liquidated at the date of the merge execution.

SECOND TEMPORARY ARTICLE. The capital of the company ascend to 136,410,969 dollars of The United States of America, with 17 cents in the same currency, divided into 435,520,079 registered shares of one and the same series, without nominal value and par value and no privilege, which has been paid and will be paid as follows: **One.** With the amount of 85.616.313 dollars of The United States of America, with 73 cents in the same currency, divided in 357,126,465 assets fully subscribed and paid, which considers the capitalization of the balance of the "Issuance Premium" account approved in an extraordinary shareholders meeting of Hortifrut S.A. on April 30,2013; **Two.** With the amount of 50,794,655 dollars of The United State of America, with 44 cents in the same currency by issuing of 78,393,614 new shares, agreed at the extraordinary shareholders

meeting Hortifrut S.A. on April 30, 2013. Such new shares will be deliver to be entirely endorse by the shareholders of Vital Berry Marketing SpA in the proportion that correspond to each of them in the means that the Board determinate, according to the exchange ratio agreed in the same extra ordinary shareholders' meeting of Hortifrut S.A. on April 30, 2013 the 316,868,622 shares of Hortifrut S.A. for each fully subscribed and paid share of Vital Berry Marketing SpA that they were holders, which will be understood fully paid to the date on which the merger executed with the contribution of all the assets and liabilities of Vital Berry Marketing SpA, and within a year starting from April 30, 2013. The Board of the Company was fully empowered to, within the framework of the resolutions adopted by extraordinary shareholders meeting of Hortifrut S.A., on April 30, 2013: **a)** proceeds to issue new shares representing this capital increase; **b)** make available all necessary formalities for the registration of such shares in the Securities Registry of the *Superintendencia de Valores y Seguros*, and one or more stock exchanges, as appropriate; **c)** make all kinds of applications, paperwork, procedures, declarations and other formalities for the registration, subscription and payment of the shares by Vital Berry Marketing SpA shareholders; **d)** On exchange of the new shares, once registered the issue, in the ratio indicated above and at the time, manner and under the other terms that it may determine; **e)** adopt all the agreements that were necessary to carry out the registration, issuance, subscription and payment of the new payment shares to be issued by the Company; and **f)** perform all the steps and procedures that are necessary to supplement or to comply with the turn out for this meeting or to satisfy any regulatory or administrative legal requirement or request of the *Superintendencia de Valores y Seguros*, the Internal Revenue Service, the stock market or any authority or official that arises for the Hortifrut SA statutes reform.

Certificate: I certify that this document, which has 10 pages, contains the updated and revised text of Hortifrut S.A existing statutes.

It is this that the last amendment of the articles of Hortifrut S.A. it consists of public deed dated May 27, 2013, signed before the Notary of Santiago Mr. Raul Perry Pefaur. It is pending the registration of the respective extract in the Trade Register and its publication in the Official Journal.

Santiago, May 30th, 2013

Nicolás Moller Opazo
CEO
Hortifrut S.A.