DOLE FOOD COMPANY INC
Form PRE 14A
April 13, 2001

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.   )

Filed by the Registrant /X/

Filed by a Party other than the Registrant / /

Check the appropriate box:

/X/ Preliminary Proxy Statement
/ / CONFIDENTIAL, FOR USE OF THE COMMISSION ONLY (AS PERMITTED BY RULE 14A-6(e)(2))
/ / Definitive Proxy Statement
/ / Definitive Additional Materials
/ / Soliciting Material Pursuant to Section240.14a-11(c) or Section240.14a-12

DOLE FOOD COMPANY, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

/X/ No fee required.

/ / Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

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(2) Aggregate number of securities to which transaction applies:

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(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

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(4) Proposed maximum aggregate value of transaction:

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(5) Total fee paid:

/ / Fee paid previously with preliminary materials.

/ / Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

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(2) Form, Schedule or Registration Statement No.:

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(3) Filing Party:

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(4) Date Filed:

DOLE FOOD COMPANY, INC.
ONE DOLE DRIVE
WESTLAKE VILLAGE, CA 91362-7300

April , 2001

Dear Fellow Stockholder:

You are cordially invited to attend the Annual Meeting of Stockholders of Dole Food Company, Inc. ("Dole"), which will be held at Dole World Headquarters, One Dole Drive, Westlake Village, California at 10:00 a.m. on Friday, June 8, 2001.

At the meeting, in addition to electing eight directors, your Board of Directors is asking you to approve the reincorporation of Dole Food Company, Inc. as a Delaware corporation and to approve the adoption of the Dole Food Company, Inc., 2001 Stock Option and Award Plan. These proposals are fully set forth in the accompanying proxy statement, which you are urged to read thoroughly. For the reasons set forth in the proxy statement, your Board of Directors recommends a vote "FOR" each of the proposals. The meeting will also feature a report on the operations of Dole, followed by a question and discussion period.

We hope that you will be able to attend the meeting. However, whether or not you plan to attend in person, please complete, sign, date and return the enclosed proxy card(s) promptly to ensure that your shares will be represented. If you do attend the meeting and wish to vote your shares personally, you may revoke your proxy.

Sincerely yours,

/s/ DAVID H. MURDOCK

David H. Murdock
CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER

DOLE FOOD COMPANY, INC.
ONE DOLE DRIVE
WESTLAKE VILLAGE, CA 91362-7300

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS
TO BE HELD JUNE 8, 2001

The Annual Meeting of Stockholders of DOLE FOOD COMPANY, INC. ("Dole") will be held at Dole World Headquarters, One Dole Drive, Westlake Village, California at 10:00 a.m. on Friday, June 8, 2001 for the following purposes:

1. To elect eight (8) directors of Dole, each to serve until the next Annual Meeting of Stockholders and until his successor has been duly elected and qualified;

2. To approve Dole's 2001 Stock Option and Award Plan;

3. To approve changing Dole's state of incorporation from Hawaii to Delaware;

4. To elect Arthur Andersen LLP as Dole's independent public accountants and auditors for the 2001 fiscal year; and

5. To transact such other business as may properly come before the meeting or any adjournments thereof.

The Board of Directors has fixed April 18, 2001 as the record date for the determination of stockholders entitled to vote at the Annual Meeting or any adjournments of the meeting.

By Resolution of the Board of Directors,

/s/ C. MICHAEL CARTER

C. Michael Carter
VICE PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY

April   , 2001

WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING, PLEASE COMPLETE, SIGN, DATE AND RETURN THE ENCLOSED PROXY CARD(S).

DOLE FOOD COMPANY, INC.
ONE DOLE DRIVE
WESTLAKE VILLAGE, CA 91362-7300

PROXY STATEMENT

This Proxy Statement is furnished to stockholders by the Board of Directors of Dole Food Company, Inc. ("Dole") in connection with the solicitation of proxies for use at the Annual Meeting of Stockholders to be held at Dole World Headquarters, One Dole Drive, Westlake Village, California at 10:00 a.m. on Friday, June 8, 2001, and at any adjournments thereof. Dole's principal executive offices are located at One Dole Drive, Westlake Village, California 91362-7300, and its telephone number is (818) 874-4000.

This Proxy Statement, Notice of Annual Meeting and the accompanying proxy card(s) are being first mailed to stockholders on or about April   , 2001. Dole's 2000 Annual Report is being mailed to stockholders concurrently with this Proxy Statement. The Annual Report is not to be regarded as proxy soliciting material or as a communication by means of which any solicitation of proxies by Dole is to be made.

GENERAL INFORMATION

RECORD DATE:

The Board of Directors has fixed April 18, 2001 as the Record Date for the determination of stockholders entitled to vote at the Annual Meeting or any adjournments thereof. On the Record Date, 55,850,401 shares of Dole's Common Stock were outstanding and entitled to vote at the meeting. The Common Stock is the only class of stock of Dole that is outstanding and entitled to vote at the Annual Meeting.

MULTIPLE PROXY CARDS:

Stockholders who own shares registered in different names or at different addresses will receive more than one proxy card. YOU MUST SIGN AND RETURN EACH OF THE PROXY CARDS RECEIVED TO ENSURE THAT ALL OF THE SHARES OWNED BY YOU ARE REPRESENTED AT THE ANNUAL MEETING.

ABILITY TO REVOKE PROXY:

Any stockholder who gives a proxy has the power to revoke it at any time before it is exercised by delivering to the Corporate Secretary a written notice of revocation either in person or by mail. Attendance at the Annual Meeting will not in itself constitute revocation of the proxy.

VOTING OF PROXIES:

Unless contrary instructions are given, the persons designated as proxy holders in the accompanying proxy card(s) (or their substitutes) will vote "FOR" the election of the Board of Directors' nominees, "FOR" the approval of Dole's 2001 Stock Option and Award Plan, "FOR" the approval of changing Dole's state of incorporation from Hawaii to Delaware, "FOR" the election of Arthur Andersen LLP as Dole's independent public accountants and auditors for the 2001 fiscal year, and in the proxy holders' discretion with regard to any other matters that may be properly presented at the meeting, and all matters incident to the conduct of the meeting.

QUORUM:

The presence at the meeting, in person or by proxy, of a majority of the shares of Common Stock outstanding on the Record Date will constitute a quorum. The affirmative vote of the holders of at least a majority of such quorum will be required to elect directors and to elect Arthur Andersen LLP as Dole's independent public accountants and auditors. Approval of the 2001 Stock Option and Award Plan will require the affirmative vote of the holders of at least a majority of the shares of Common Stock outstanding on the Record Date. Approval of changing Dole's state of incorporation from Hawaii to Delaware will require the affirmative vote of the holders of at least three-fourths of the shares of Common Stock outstanding on the Record Date.

ABSTENTIONS/"BROKER NON-VOTES":

Votes cast by proxy or in person at the Annual Meeting will be counted by the persons appointed by Dole to act as the inspectors of election for the meeting. The inspectors of election will treat shares represented by proxies that reflect abstentions or include "broker non-votes" as shares that are present and entitled to vote for purposes of determining the presence of a quorum. Abstentions or "broker non-votes" do not constitute a vote "for" or "against" any matter and thus will be disregarded in any calculation of "votes cast." However, abstentions and "broker non-votes" will have the effect of a negative vote if an item requires the approval of a majority of a quorum or of a specified proportion of all issued and outstanding shares.

OTHER MATTERS:

Each share of Common Stock entitles the holder thereof to one vote on each matter to be voted on at the Annual Meeting. Under Dole's By-Laws, stockholders are not entitled to cumulate their votes in the election of directors. The By-Laws also provide that the presiding officer at the meeting may adjourn a meeting at which a quorum is present if a matter to be acted upon at the meeting requires the affirmative vote of more than a majority of a quorum at the meeting and the number of shares actually voted (and not abstaining) at such meeting is insufficient to approve of such matter.

NOMINATIONS FOR DIRECTORS:

Dole's By-Laws provide that nominations of candidates for election to Dole's Board of Directors may only be made by the Board or by a stockholder entitled to vote at the meeting. Any such stockholder who intends to nominate a candidate for election to the Board must deliver a notice to the Corporate Secretary setting forth (i) the name, age, business address and residence address of the nominee; (ii) the principal occupation or employment of the nominee; (iii) the number of shares of capital stock of Dole beneficially owned by the nominee; and (iv) such other information concerning the nominee as is required under the rules of the Securities and Exchange Commission (the "SEC"). Such notice also must include a signed consent of the nominee to serve as a director of Dole, if elected. To be timely, any such notice with respect to the upcoming Annual Meeting must be delivered to the Corporate Secretary, Dole Food Company, Inc., One Dole Drive, Westlake Village, California 91362-7300, no later than 30 days prior to meeting, or May 9, 2001. Any such notice with respect to the Annual Meeting in the year 2002 must be delivered to the Corporate Secretary in accordance with the provisions of the By-Laws. If Dole's state of incorporation is changed from Hawaii to Delaware, Dole's new By-Laws will require that appropriate notice must be delivered to the Corporate Secretary at such address no later than   , 2002 and no earlier than   , 2002. If Dole's state of incorporation is not so changed, the deadline will be 30 days prior to the date of the Annual Meeting date in 2002. These deadlines and procedures apply to nominations that are not to be included in Dole's proxy statement and proxy card under the Securities and Exchange Commission's Rule 14a-8.

2

OWNERSHIP OF COMMON STOCK

CERTAIN BENEFICIAL OWNERS

The following table sets forth, to the best knowledge of Dole, information as to each person who beneficially owned more than 5% of Dole's Common Stock as of March 31, 2001 (unless otherwise noted).

NAME AND ADDRESS OF BENEFICIAL OWNER	AMOUNT AND NATURE OF BENEFICIAL OWNERSHIP(1)	PERCENT OF CLASS(2)
David H. Murdock .... One Dole Drive Westlake Village, CA 91362	13,424,628(3)	23.9%
J&W Seligman & Co. Incorporated	4,232,010(4)	7.6%

100 Park Avenue New York, NY 10017		
Capital Research & Management Co. .... 333 South Hope Street, 55th Floor Los Angeles, CA 90071	5,209,400(5)	9.3%
Dodge & Cox. .... One Sansome Street, 35th Floor San Francisco, CA 94104	5,930,583(6)	10.6%

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(1) Unless otherwise indicated, each person has sole voting and dispositive power with respect to the shares shown.

(2) The percentages set forth above are calculated on the basis of the number of outstanding shares of Common Stock set forth under "General Information," plus in the case of Mr. Murdock, stock options granted to him under Dole's stock option plans to purchase 258,420 shares, which number includes all such options that are exercisable within 60 days following the Record Date (April 18, 2001).

(3) See "Security Ownership of Directors and Executive Officers" at page 4.

(4) Based on a report on Schedule 13G/A dated February 1, 2001, J.W. Seligman & Co. Incorporated and/or its affiliates had shared voting power over 3,111,600 of such shares and shared dispositive power over all such shares.

(5) Based on a report on Schedule 13G dated February 9, 2001, Capital Research & Management Co. and/or its affiliates reported sole dispositive power over all such shares.

(6) Based on a report on Schedule 13G dated February 14, 2001, Dodge & Cox and/or its affiliates had sole voting power over 5,493,083 of such shares, shared voting power over 60,300 of such shares and sole dispositive power over all such shares.

3

SECURITY OWNERSHIP OF DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth certain information with respect to shares of Dole's Common Stock beneficially owned (or deemed to be beneficially owned), unless otherwise indicated, by Dole's directors, its Named Executive Officers (as defined under "Compensation of Executive Officers") and by all directors and executive officers of Dole as a group, as of March 31, 2001:

NAME AND ADDRESS OF BENEFICIAL OWNER(1)	AMOUNT AND NATURE OF BENEFICIAL OWNERSHIP(2)	PERCENT OUTSTAN SHARES
David H. Murdock......................................	13,424,628(4)(5)	23.9
Mike Curb...	49,677(6)(7)(8)	*
David A. DeLorenzo....................................	164,515(4)(9)(10)	*
E. Rolland Dickson....................................	0	*
Richard M. Ferry......................................	31,710(6)(7)	*
James F. Gary...	29,681(6)(7)(11)	*

Lawrence M. Johnson..................................	100(12)	*
Lawrence A. Kern.....................................	42,193(4)(10)	*
Zoltan Merszei.......................................	24,311(6)(7)	*
Kenneth J. Kay.......................................	8,334(4)	*
Peter M. Nolan.......................................	31,091(4)	*
All Directors and Executive Officers as a Group		
(19 Individuals)...................................	13,897,804(4)(9)(10)	24.6

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* Represents less than 1% of the class of securities.

(1) The mailing address for each of the individuals listed is Dole Food Company, Inc., One Dole Drive, Westlake Village, California 91362.

(2) Unless otherwise indicated and except as to stock units described below, each person has sole voting and dispositive power with respect to the shares shown. Some directors and executive officers share the voting and dispositive power over their shares with their spouses as community property, joint tenants or tenants in common. Beneficial ownership is determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(3) The percentages set forth above are calculated on the basis of the number of outstanding shares of Common Stock set forth under "General Information," plus, where applicable, all stock options and stock units granted under Dole's stock option and deferred stock plans that were exercisable on the Record Date (April 18, 2001) or within 60 days thereafter.

(4) The individuals and group indicated beneficially own the following number of shares of Common Stock that may be purchased upon the exercise of employee stock options exercisable on the Record Date (April 18, 2001) or within 60 days thereafter: Mr. Murdock, 258,420; Mr. DeLorenzo, 112,668; Mr. Kay, 8,334; Mr. Kern, 35,422; Mr. Nolan, 30,509; and all directors and executive officers as a group, 540,803.

(5) Mr. Murdock customarily maintains revolving lines of credit in conjunction with his various business activities, under which borrowings and security vary from time to time, and pursuant to which he provides collateral owned by him, including his shares in Dole. His reported holdings include 13,085,208 shares of Common Stock owned by David H. Murdock as Trustee for the David H. Murdock Living Trust dated May 28, 1986 and 81,000 shares of Common Stock owned by Mr. Murdock's sons.

(6) The individuals indicated each beneficially own the following number of shares of Common Stock that were granted pursuant to Dole's Non-Employee Directors Stock Option Plan and that may be

purchased upon the exercise of stock options exercisable on the Record Date (April 18, 2001) or within 60 days thereafter: Mr. Curb, 7,606; Mr. Ferry, 7,606; Mr. Gary, 7,606; and Mr. Merszei, 4,500.

(7) The directors listed below each beneficially own the following number of vested stock units credited under the Non-Employee Directors Deferred Stock and Cash Compensation Plan as described on page 9 under "Remuneration of Directors": Mr. Curb, 7,757; Mr. Ferry, 10,804; Mr. Gary, 2,407; and Mr. Merszei, 4,011. The number of stock units received by a director is derived by dividing the amount of the director's quarterly retainer and

fees by the average closing price of Dole's Common Stock over the 10 trading days ending on the day prior to the vesting of the stock units. Stock units do not have voting rights or represent a right to acquire or dispose of Common Stock within 60 days following the Record Date, because directors may elect and have elected to defer amounts otherwise payable until a termination of service or certain other events. The units are payable solely in Common Stock, carry an investment risk of ownership and accrue dividend equivalents in the form of additional stock units.

(8) Reported holdings include 400 shares of Common Stock held by Mr. Curb as custodian for the benefit of his children.

(9) Mr. DeLorenzo beneficially owns 9,782 vested stock units credited under Dole's Stock Ownership Enhancement Program; and all directors and executive officers as a group beneficially own 37,638 stock units. This Program enables executives to defer compensation that would otherwise be realized on option exercises and at some specified future date receive the deferred compensation in the form of Dole Common Stock. Assuming certain requirements are met, the executive participates in the Program by exercising the option and instead of receiving Common Stock, receives a certain number of stock units derived by dividing the price of the Common Stock on the date of the exercise into the amount by which the exercised option was "in the money." Stock units do not have voting rights or represent a right to acquire or dispose of Common Stock within 60 days following the Record Date, because officers may elect and have elected to defer amounts otherwise payable until a date certain, a termination of service or certain other events. The units are payable solely in Common Stock, carry an investment risk of ownership and accrue dividend equivalents in the form of additional stock units.

(10) Reported holdings include shares of Common Stock held for certain officers by Dole's Tax Deferred Investment Plan pursuant to Section 401(k) of the Internal Revenue Code of 1986, as amended.

(11) Reported holdings include 2,000 shares of Common Stock held in Mr. Gary's pension plan and 17,668 shares of Common Stock held in Gary LLC, a limited liability corporation of which Mr. Gary is the general manager and over which Mr. Gary has investment control.

(12) Reported holdings are held in a revocable trust.

PROPOSAL 1

ELECTION OF DIRECTORS

The Articles of Association of Dole provide that the Board of Directors shall consist of not less than five nor more than 20 persons. Dole's By-Laws currently provide for eight members of the Board of Directors. The Board of Directors has recently voted to recommend the election of the following individuals, all of whom, except Dr. Dickson and Mr. Johnson, are incumbents, for a term of one year and until their successors are duly elected and qualified:

Mike Curb	Lawrence M. Johnson
David A. DeLorenzo	Lawrence A. Kern
E. Rolland Dickson	Zoltan Merszei
Richard M. Ferry	David H. Murdock

Each of the current members of the Board was elected by stockholders at the last Annual Meeting held on May 11, 2000, except for Mr. Kern, who was elected by the Board of Directors on February 8, 2001 to fill the vacancy created by the resignation of Elaine L. Chao upon her confirmation as Secretary of the United States Department of Labor.

Unless authority to do so is withheld, the persons named in each proxy card (or their substitutes) will vote the shares represented thereby "FOR" the election of the director nominees named above. In case any of such nominees becomes unable to serve or unavailable for election to the Board of Directors, which is not anticipated, the persons named as proxies (or their substitutes) have full discretion and authority to vote for any other nominee of the Board.

The following brief statements contain biographical information with respect to each of the nominees for election as a director, including their principal occupations for at least the past five years, as of March 31, 2001.

NAME	YEAR ELECTED AS A DIRECTOR	AGE	PRINCIPAL OCCUPATION AND OTHER INFORMATI
David H. Murdock........	1985	77	Chairman of the Board and Chief Executive Officer Director of Dole since July 1985. Chairman of the Chief Executive Officer and Director of Castle & (indirectly wholly-owned by Mr. Murdock since Sep 2000) since October 1995. Since June 1982, Chairm Board and Chief Executive Officer of Flexi-Van Le Inc., a Delaware corporation wholly-owned by Mr. Sole owner and developer of the Sherwood Country Ventura County, California, and numerous other re developments; also sole stockholder of numerous c engaged in a variety of business ventures and in manufacture of textile-related products, and indu building products.
Mike Curb..............	1985	56	Chairman of the Board of Curb Records, Inc., a re company, and Curb Entertainment International Cor entertainment company. Mr. Curb served as Lieuten Governor of the State of California from 1978 to served as Chairman of the National Conference of Governors during 1982. Mr. Curb served as Chairma Republican National Finance Committee from August January 1985. Mr. Curb is also a director of vari community organizations.

6

NAME	YEAR ELECTED AS A DIRECTOR	AGE	PRINCIPAL OCCUPATION AND OTHER INFORMATI

David A. DeLorenzo......	1991	54	Vice Chairman of Dole since February 2001. Presid Chief Operating Officer of Dole from March 1996 t 2001. President of Dole Food Company-Internationa September 1993 to March 1996. Executive Vice Pres Dole from July 1990 to March 1996. Director of Do February 1991. President of Dole Fresh Fruit Comp September 1986 to June 1992.
E. Rolland Dickson, M.D..................	Nominee	67	Chair, Mayo Foundation Development Committee sinc Director for Development of Mayo Foundation for M Education and Research since 1992. Mary Lowell Le Professor of Medicine at Mayo Clinic/Mayo Foundat 1987. Dr. Dickson also serves on the Board of Dir NeoRx Corporation.
Richard M. Ferry........	1991	63	Chairman of the Board and Director of Korn/Ferry International, an international executive search Mr. Ferry also serves on the Boards of Directors Dennison Corporation, Pacific Life Insurance Comp Mrs. Fields' Original Cookies, Inc., as well as a privately held and not-for-profit corporations.
Lawrence M. Johnson.....	Nominee	60	Former Chairman and Chief Executive Officer of Pa Century Financial Corporation and its principal s Bank of Hawaii (from 1994; retired November 2000) Johnson serves on the boards of the East-West Cen Pacific University, Hawaii Preparatory Academy, H Community Foundation, The Japan-America Society o Marimed Foundation, Pacific Basin Economic Counci Nature Conservancy of Hawaii and a number of comm organizations.
Lawrence A. Kern........	2001	53	President and Chief Operating Officer and Directo since February 2001. President of Dole Fresh Vege Inc. from January 2000 to February 2001 and from 1993 to December 1999. President and Chief Operat of Apio, Inc. from December 1999 to January 2000.
Zoltan Merszei..........	1996	78	Former Chairman, President and Chief Executive Of the Dow Chemical Company (retired in 1979). Forme Chairman and President of Occidental Petroleum Co (retired in 1989). Mr. Merszei currently serves a technical consultant to a variety of United State foreign corporations. Mr. Merszei also serves on of Directors of the Budd Company, Hong Leong Corp Thyssen Budd Automotive Corporation and Thyssen H America, Inc.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" THE ELECTION OF EACH OF THE NOMINEES DESCRIBED ABOVE.

COMMITTEES OF THE BOARD OF DIRECTORS

There are three standing committees of the Board of Directors: the Executive, Finance and Nominating Committee ("Executive Committee"); the Audit Committee; and the Corporate Compensation and Benefits Committee ("Compensation Committee").

EXECUTIVE COMMITTEE:

The present members of the Executive Committee are David H. Murdock, Chairman, Mike Curb and Richard M. Ferry. The primary purposes of the committee are (1) to exercise, during intervals between meetings of the Board of Directors and subject to certain limitations, all of the powers of the full Board; (2) to monitor and advise the Board on strategic business and financial planning for Dole; and (3) to deal with matters relating to the directors of Dole. During the 2000 fiscal year, the committee did not meet, but acted by unanimous written consent. The Executive Committee will consider nominees, if any, for the election to the Board of Directors who are recommended by stockholders in accordance with the provisions of Dole's By-Laws, which provisions are described above under "General Information."

AUDIT COMMITTEE:

The Audit Committee is comprised entirely of directors who are not employees or former employees of Dole. The present members of the Audit Committee are Richard M. Ferry, Chairman, James F. Gary and Zoltan Merszei. The Committee is responsible for monitoring and reviewing accounting methods adopted by Dole, internal accounting procedures and controls, and audit plans. The Audit Committee receives directly the reports of Dole's independent public accountants and internal audit staff. It meets periodically both with the independent public accountants and internal auditors to review audit results and the adequacy of Dole's system of internal controls. The Audit Committee also recommends to the Board the selection of Dole's independent public accountants and auditors. During the 2000 fiscal year, the committee held seven meetings. The Board of Directors has adopted a written charter for the Audit Committee, which is attached to this Proxy Statement as Appendix B. The Board of Directors determined, on March 22, 2001, that each of the members of the Audit Committee is independent, as independent is defined in Sections 303.01(B)(2)(a) and (3) of the listing standards of the New York Stock Exchange.

COMPENSATION COMMITTEE:

The Compensation Committee is comprised entirely of directors who are not employees or former employees of Dole. The present members of the Compensation Committee are James F. Gary, Chairman, Mike Curb and Zoltan Merszei. This committee is responsible for reviewing the compensation and benefits policies and practices of Dole and for overseeing its employee stock and cash incentive plans. During the 2000 fiscal year, the committee held six meetings.

MEETINGS OF THE BOARD OF DIRECTORS

During the 2000 fiscal year, there were eight meetings of the Board of Directors. The six incumbent directors who served in fiscal year 2000 attended at least 75% of the aggregate number of meetings of the Board of Directors and of the committees on which they served.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 requires that executive officers, directors, and holders of more than 10% of a company's registered class of securities file reports of their ownership of a company's securities with the SEC. Based on a review of these reports or written representations from certain reporting persons that no Forms 5 were required, Dole believes that its reporting persons complied with all applicable filing requirements, except one report concerning the acquisition of 130

shares by one of Mr. Murdock's sons and one report concerning the acquisition of

14 shares by Roberta Wieman, who is a Vice President of Dole.

REMUNERATION OF DIRECTORS

Directors who are not employees of Dole ("Non-Employee Directors") are compensated for their services as follows:

- An annual retainer fee of $24,000, payable in equal quarterly installments.

- A fee of $2,000 for each regularly scheduled meeting of the Board of Directors attended, and a fee of $500 for each telephonic meeting of the Board of Directors in which the Non-Employee Director participates.

- A fee of $1,000 for each committee meeting attended, a fee of $500 for each telephonic committee meeting in which the Non-Employee Director participates and a fee of $2,500 per year for service as chairperson of the Audit and of the Compensation Committees.

- An annual stock option grant of 1,500 options pursuant to the Non-Employee Directors Stock Option Plan approved by stockholders in 1995. The options become exercisable in three equal annual installments and have a 10-year term, subject to earlier termination upon termination of service. (On February 15, 2000, Non-Employee Directors each received an annual grant of 1,500 options at an exercise price of $16.75 (the market price)).

Pursuant to Dole's Non-Employee Directors Deferred Stock and Cash Compensation Plan, one-half of each Non-Employee Director's annual retainer fee is automatically allocated to stock units payable solely in Common Stock following a director's termination of service. Non-Employee Directors may elect to receive their remaining compensation in cash or to defer all or part of their remaining compensation in additional stock units or deferred cash accounts. During 2000, deferred cash accounts in the plan were credited with an interest rate of approximately 7.0%.

On March 22, 2001, the Board of Directors approved amendments to the Non-Employee Directors Stock Option Plan and the Non-Employee Directors Deferred Stock and Cash Compensation Plans. These amendments relate to the circumstances under which an accelerated vesting of unvested options shall occur and certain definitions relevant thereto. The amendments are included in Exhibit 10.10 to Dole's annual report on Form 10-K for the fiscal year ended December 30, 2000.

The reasonable expenses incurred by each director in connection with his or her duties as a director are also reimbursed by Dole, including the expenses incurred by directors' spouses in accompanying the directors to one Board meeting each year. A Board member who is also an employee of Dole does not receive compensation for service as a director.

COMPENSATION OF EXECUTIVE OFFICERS

Except as noted, the following table sets forth for Dole's fiscal years ended December 30, 2000, January 1, 2000 and January 2, 1999, in prescribed format, the compensation for services in all capacities to Dole and its subsidiaries of those persons who were the Chief Executive Officer and the other four most highly compensated persons who were executive officers of Dole and its subsidiaries at December 30, 2000 (the "Named Executive Officers").

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	YEAR	ANNUAL COMPENSATION SALARY $	ANNUAL COMPENSATION BONUS $(1)	OTHER ANNUAL COMP. $(2)	LONG-TERM SECURITIES UNDERLYING OPTIONS (#)
David H. Murdock(5)............	2000	$800,000	$180,000	$ 0	100,000
Chairman & CEO, Dole Food	1999	$800,000	$ 0	$ 0	200,000
Company, Inc.	1998	$800,000	$ 0	$ 0	75,000
David A. DeLorenzo(7)..........	2000	$600,000	$117,000	$ 0	50,000
Vice Chairman, Dole Food	1999	$600,000	$ 0	$ 0	100,000
Company, Inc.	1998	$557,692	$ 0	$ 0	50,000
Kenneth J. Kay.................	2000	$400,000	$100,000	$ 0	25,000
Vice President & Chief Financial Officer, Dole Food Company, Inc.	1999	$ 23,077	$ 0	$100,000(8)	25,000(8)
Lawrence A. Kern(9)(10)(11)....	2000	$373,077	$405,000	$ 0	70,000
President & COO, Dole	1999	$321,154	$162,500	$100,000(12)	15,000
Food Company, Inc.	1998	$276,923	$225,000	$ 0	8,200
Peter M. Nolan.................	2000	$354,231	$213,750	$ 0	22,500
President--Dole North	1999	$250,000	$187,500	$ 0	26,000
America Operations	1998	$238,462	$187,500	$ 0	7,200

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(1) Bonus amounts shown reflect payments made in the subsequent year with respect to performance for the identified year.

(2) Does not include perquisites that total the lesser of $50,000 or 10% of the reported annual salary and bonus for any year.

(3) These amounts represent sums earned and payable under the terms of Dole's 1998 Combined Annual and Long-Term Incentive Plan for Executive Officers (the "1998 Plan") through fiscal 2000. 50% of these amounts were paid in cash and 50% were paid in Common Stock at a price of $16.30 per share, with cash paid in lieu of fractional shares. For information regarding payment opportunities under unvested 1998 Plan awards made prior to 2000, see the table entitled "Long-Term Incentive Plan Awards in Last Fiscal Year" and accompanying text at page 18.

(4) The amounts shown in this column include the dollar value of amounts earned but not paid or payable under the 1998 Plan and contributions by Dole under Dole's tax deferred investment plans for the benefit of the individuals listed in an amount of $5,100 for each individual except Mr. Murdock, but do not include payments made to Mr. Murdock under Dole's defined benefit pension plan. (See "Pension Plans" at page 20.)

10

(5) Mr. Murdock also holds positions with certain business entities he owns that are not controlled directly or indirectly by Dole, which other entities pay compensation and may provide fringe benefits to Mr. Murdock for his services.

(6) Amounts in addition to Dole's contribution under Dole's tax deferred

investment plans (see footnote (4) above) reflect amounts vested for the two-year period 1998 through 1999 ("Cycle 1") under the 1998 Plan, which are payable in annual installments of one-third of the sum remaining after each payout until the remaining sum is less than $15,000, in which case the full remaining sum will be paid out.

(7) Mr. DeLorenzo was elected Vice Chairman of Dole in February 2001. Prior to that date, Mr. DeLorenzo was President and Chief Operating Officer of Dole.

(8) Mr. Kay joined Dole in December 1999, at which time he receive an initial grant of 25,000 options and a hiring bonus of $100,000.

(9) Mr. Kern was elected President and Chief Operating Officer of Dole in February 2001. Prior to that date, Mr. Kern was President of Dole Worldwide Fresh Vegetables, Packaged Salads and Non-Tropical Fresh Fruit.

(10) In connection with Mr. Kern's election as President and Chief Operating Officer of Dole and his relocation to Southern California, Dole agreed to make Mr. Kern a $500,000 secured, interest-free loan (repayable in five annual installments) to assist him in the purchase of a home.

(11) In 2001 in connection with his promotion and transfer to Southern California, Dole agreed to pay Mr. Kern annual compensation in addition to his base salary in an after-tax amount of $100,000 for five years commencing in 2002 (or the balance in a lump sum upon termination of employment without cause, as such term is defined in the agreement).

(12) Mr. Kern voluntarily left the employ of Dole in December 1999. Dole then entered into a Consulting Agreement with Mr. Kern, pursuant to which he would provide services to Dole on an as needed basis to assist in the transition of his responsibilities. This amount is the first installment of consulting fees Mr. Kern earned by the terms of the Consulting Agreement. Upon Mr. Kern's reemployment by Dole in January 2000, the Consulting Agreement was canceled and no further sums were due to Mr. Kern thereunder.

EMPLOYMENT, SEVERANCE AND CHANGE OF CONTROL ARRANGEMENTS

Some of Dole's benefit plans (including the 1991 Stock Option and Award Plan, as amended (the "1991 Plan"), and the 1998 Combined Annual and Long-Term Incentive Plan for Executive Officers (the "1998 Plan")) provide for an acceleration of benefits and various other customary adjustments if a change of control or other reorganization occurs. Pursuant to the 1998 Plan, if a participant's employment is terminated for certain reasons, pro-rata payments may be made prior to the completion of the applicable year or cycle, provided the Compensation Committee determines that the applicable performance goals have been met through the date of such termination or event and provided that the amount of any early payout is proportionately reduced to reflect the time value of the early payout.

On March 22, 2001, the Board of Directors approved amendments to Dole's option, incentive and retirement plans. These amendments, among other things, put in place a uniform definition of Change of Control, set forth the circumstances under which an accelerated vesting of theretofore unvested options shall occur and revise arbitration provisions so as to provide that an employee may only be awarded attorneys fees if the employee is the prevailing party (under the pre-amendment provisions, an employee was entitled to recover his or her attorneys fees so long as the arbitrator determined that the employee's claim was made in good faith, even if the employee was not the prevailing party in the arbitration). The amendments are set forth in Exhibit 10.10 to Dole's annual report on Form 10-K for the fiscal year ended December 30, 2000. The definitions are summarized below under "Employment, Severence and Change of Control Arrangements--Change of Control Agreements--Definitions."

CHANGE OF CONTROL AGREEMENTS

In line with the practice at numerous public companies, Dole recognizes that the possibility of a change of control of Dole may result in the departure or distraction of management to the detriment of Dole and its stockholders. On March 22, 2001, Dole put in place a program to offer Change of Control Agreements to each of the executive officers of Dole and certain other officers and employees of Dole (each person accepting a Change of Control Agreement is an "Employee"). No Change of Control Agreements have been entered into as of the date of this Proxy Statement, although Dole has no reason to believe that any officer or employee will refuse to accept a Change of Control Agreement. The following summarizes the material provisions of the Change of Control Agreements. Dole has been advised by its executive compensation consultants that the benefits provided under the Change of Control Agreements are within the range of customary practices of other public companies. In addition, the Compensation Committee retained its own legal counsel to advise it in its deliberations with respect to the Change of Control Agreements.

BENEFITS FOLLOWING CHANGE OF CONTROL AND TERMINATION OF EMPLOYMENT:

If, during the period beginning on the Change of Control Date and ending on the second anniversary of the date on which the Change of Control becomes effective (the "Protected Period"), the Employee's employment is terminated, the Employee will receive the amounts and benefits stated under "Amount of Severance Pay and Benefits Following Qualified Termination," unless employment is (a) terminated by Dole for Cause or (b) terminated by the Employee other than for Good Reason (a termination other than under clause (a) or (b) during a Protected Period is a "Qualified Termination"). If employment is terminated under clause (a) or (b), the Employee will only be entitled to receive the sum of (1) the Employee's annual base salary through the date of termination to the extent not theretofore paid and (2) any compensation previously deferred by the Employee (together with any accrued interest or earnings thereon) pursuant to outstanding elections and/or any accrued vacation pay or paid time off, in each case to the extent not theretofore paid ("Accrued Obligations").

No benefits are payable under the Change of Control Agreements unless a Change of Control actually occurs and a Qualified Termination occurs. If a Change of Control via a Fundamental Transaction or an Asset Sale is consummated, there is a look-back period (a "Look-Back Period") to protect the Employee against the possibility that he or she was actually or constructively terminated without Cause in anticipation of the Change of Control. If, prior to the first Change of Control Date, employment with Dole terminates other than during a Look-Back Period, then all of the Employee's rights under the Change of Control Agreement terminate, and the Change of Control Agreement will be deemed to have been terminated on the date of termination. After the first Change of Control Date, the Change of Control Agreement may only be modified or terminated by a writing signed by both Dole and the Employee. Before the first Change of Control Date, however, Dole can unilaterally modify or terminate the Change of Control Agreement, but such unilateral modification or termination will not be effective until the second anniversary of the date on which Dole first gives the Employee express written notice of the unilateral modification or termination (the "Modification Effective Date"). The unilateral modification or termination shall never become effective, however if (1) a Change of Control Date occurs before the Modification Effective Date and (2) employment is terminated during the Protected Period in respect of such Change of Control Date. Dole's obligation to make any payment provided for in the Change of Control Agreements will be subject to and conditioned upon the Employee's execution of a standard release form.

AMOUNT OF SEVERANCE PAY AND BENEFITS FOLLOWING QUALIFIED TERMINATION

The Employees will be placed into one of three categories, each providing a different level of severance pay and benefits if a Qualified Termination occurs.

CATEGORY 1

- An amount in cash equal to three times the Employee's annual base salary;

- An amount in cash equal to three times the Employee's target bonus;

- An amount in cash equal to three times $10,000, in lieu of any other health and welfare benefits (including medical, life, disability, accident and other insurance, car allowance or other health and welfare plans, programs, policies or practices or understandings) and other taxable perquisites and fringe benefits to which the Employee or the Employee's family may have been entitled.

- An amount in cash equal to the pro rata portion of the greater of (i) the Employee's target benefits under Dole's Long Term Incentive Plan (the "LTIP") and (ii) the Employee's actual benefits under the LTIP;

- If, at the time of Qualified Termination, the Employee would have been eligible for a benefit under either (i) the Dole Food Company Supplementary Executive Retirement Plan ("SERP") or (ii) a Defined Benefit Plan (as defined in the SERP) were it not for the requirement of at least five (5) years of service with Dole, an amount in cash will be payable to the Employee equal to the actuarial equivalent of such retirement benefit. If for any reason, a benefit is payable under the Defined Benefit Plan, the payments made to the Employee under this clause shall be reduced by the actuarial equivalent of such benefits payable under the Defined Benefit Plan.

- An amount in cash equal to the aggregate amount of the Accrued Obligations;

- An amount in cash equal to the pro rata portion of the Employee's target bonus for the fiscal year in which the date of termination occurs; and

- An amount in cash equal to any reimbursement for outstanding reimbursable expenses.

- If it is determined that any payment or distribution by Dole to the Employee or for the Employee's benefit (whether paid or payable or distributed or distributable under the Change of Control Agreement or otherwise, but determined without regard to any additional payments required under this clause (a "Payment") would be subject to the excise tax imposed by Section 4999 of the United States Internal Revenue Code or any interest or penalties are incurred by the Employee with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively the "Excise Tax"), then the Employee will be entitled to receive from Dole an additional payment (a "Gross-Up Payment"). The Gross-Up Payment will equal an amount such that after payment by the Employee of all taxes (including any interest or penalties imposed with respect to such taxes), the Employee will retain an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

CATEGORY 2

- An amount in cash equal to two times the Employee's annual base salary;

- An amount in cash equal to two times the Employee's target bonus;

- An amount in cash equal to two times $10,000, in lieu of any other health and welfare benefits (including medical, life, disability, accident and other insurance or other health and welfare

plans, programs, policies or practices or understandings) and other taxable perquisites and fringe benefits to which the Employee or the Employee's family may have been entitled.

- An amount in cash equal to the pro rata portion of the greater of (i) the Employee's target benefits under the LTIP and (ii) the Employee's actual benefits under the LTIP;

- An amount in cash equal to the aggregate amount of the Accrued Obligations;

- An amount in cash equal to the pro rata portion of the Employee's target bonus for the fiscal year in which the date of termination occurs; and

- An amount in cash equal to any reimbursement for outstanding reimbursable expenses.

- If any payments or benefits under the Change of Control Agreement, after taking into account all other payments or benefits to which the Employee is entitled from Dole, or any affiliate thereof, are more likely than not to result in a loss of a deduction to Dole by reason of Section 280G of the United States Internal Revenue Code or any successor provision to that section, such payments and benefits will be reduced to the extent required to avoid such loss of deduction.

CATEGORY 3

- An amount in cash equal to two times the Employee's annual base salary;

- An amount in cash equal to two times the Employee's target bonus;

- An amount in cash equal to two times $10,000, in lieu of any other health and welfare benefits (including medical, life, disability, accident and other insurance or other health and welfare plans, programs, policies or practices or understandings) and other taxable perquisites and fringe benefits to which the Employee or the Employee's family may have been entitled.

- An amount in cash equal to the aggregate amount of the Accrued Obligations;

- An amount in cash equal to the pro rata portion of the Employee's target bonus for the fiscal year in which the date of termination occurs; and

- An amount in cash equal to any reimbursement for outstanding reimbursable expenses.

- If any payments or benefits under the Change of Control Agreement, after taking into account all other payments or benefits to which the Employee is entitled from Dole, or any affiliate thereof, are more likely than not to result in a loss of a deduction to Dole by reason of Section 280G of the United States Internal Revenue Code or any successor provision to that section, such payments and benefits will be reduced to the extent required to avoid such loss of deduction.

All of the three categories will have the following benefits relating to accelerated vesting of options and option exercise periods:

All of the Employee's unvested options granted pursuant to such plans or agreements (whenever granted) shall be deemed to vest immediately prior to the first time that one or both of the following conditions are satisfied: (a) a Change of Control occurs; or (b) the shares of common stock of Dole are not listed on either the New York Stock Exchange or the National Market System of the Nasdaq Stock Market, and neither the Board of Directors of Dole nor any committee thereof nor any other person shall have any discretion, right or power whatsoever to block, delay or impose any condition upon such vesting. If a Qualified Termination occurs during a Look-Back Period, all of the Employee's unvested options shall vest immediately prior to the effectiveness or consummation of the Fundamental Transaction or the Asset Sale but not at any earlier time.

In any circumstance where the Employee has undergone a Qualified Termination and, under Dole's Articles of Association or By-Laws or applicable law, Dole has the power to indemnify or advance expenses to the Employee in respect of any judgments, fines, settlements, losses, costs or expenses (including attorneys' fees) of any nature relating to or arising out of the Employee's activities as an agent, employee, officer or director of Dole or in any other capacity on behalf of or at the request of Dole, Dole will promptly, on written request, indemnify and advance expenses to the Employee to the fullest extent permitted by applicable law, including but not limited to making such findings and determinations and taking any and all such actions as Dole may, under applicable law, be permitted to have the discretion to take so as to effectuate such indemnification or advancement.

Any officers who are presently covered by directors and officers insurance shall be furnished for six years following Qualified Termination with directors and officers insurance with policy limits aggregating not less than those in place at the present time and otherwise to contain substantially the same terms, conditions and exceptions as the liability insurance policies provided for directors and officers of Dole in force from time to time, provided that such terms, conditions and exceptions will not be, in the aggregate, materially less favorable to the Employee than those in effect on the date of the Change of Control Agreement and provided that such insurance can be obtained on commercially reasonable terms.

In the event that the Employee has an employment contract or any other agreement with Dole or participates in any other plan or program that entitles the Employee to severance payments upon the termination of employment with Dole, the amount of any such severance payments will be deducted from the payments to be made to the Employee under the Change of Control Agreement. All benefits under the Change of Control Agreement also will be reduced by the amount paid to the Employee under any law, rule or regulation that requires a formal notice period, pay in lieu of notice, termination, indemnity, severance payments or similar payments or entitlements related to service, other than unemployment or social security benefits provided in the United States.

DEFINITIONS:

The Change of Control Agreements use a number of defined terms. The terms "Cause," "Good Reason" and "Change of Control" are given definitions that Dole has been advised by its executive compensation consultants are within the range of customary practices of other public companies. In addition, the Compensation Committee retained its own legal counsel to advise it with respect to the Change of Control Agreements. A "Change of Control" is deemed to occur if any one or more of the following conditions are satisfied:

(1) any person, other than (a) David H. Murdock or (b) following the death of David H. Murdock, the trustee or trustees of a trust created by David H. Murdock, becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 20% or more of the combined voting power of the Corporation's then outstanding securities;

(2) individuals who, as of March 23, 2001, constitute the Board of Directors of the Corporation (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board. Any individual who becomes a director subsequent to March 23, 2001 whose election, or nomination for election by the Corporation's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, unless the individual's initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened tender offer, solicitation of proxies or consents by or on behalf of a person other than the Board;

15

(3) a reorganization, merger, consolidation, recapitalization, tender offer, exchange offer or other extraordinary transaction involving Dole (a "Fundamental Transaction") becomes effective or is consummated, unless: (a) more than 50% of the outstanding voting securities of the surviving or resulting entity (including, without limitation, an entity ("parent") which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) ("Resulting Entity") are, or are to be, Beneficially Owned, directly or indirectly, by all or substantially all of the persons who were the Beneficial Owners of the outstanding voting securities of the Corporation immediately prior to such Fundamental Transaction in substantially the same proportions as their Beneficial Ownership, immediately prior to such Fundamental Transaction, of the outstanding voting securities of the Corporation and (b) more than half of the members of the board of directors or similar body of the Resulting Entity (or its parent) were members of the Incumbent Board at the time of the execution of the initial agreement providing for such Fundamental Transaction.

(4) A sale, transfer or any other disposition (including, without limitation, by way of spin-off, distribution, complete liquidation or dissolution) of all or substantially all of the Corporation's business and/or assets (an "Asset Sale") is consummated, unless, immediately following such consummation, all of the requirements of clauses (3)(a) and (3)(b) of this definition of Change of Control are satisfied, both with respect to the Corporation and with respect to the entity to which such business and/or assets have been sold, transferred or otherwise disposed of or its parent (a "Transferee Entity").

The consummation or effectiveness of a Fundamental Transaction or an Asset Sale shall be deemed not to constitute a Change of Control if more than 50% of the outstanding voting securities of the Resulting Entity or the Transferee Entity, as appropriate, are, or are to be, Beneficially Owned by David H. Murdock.

"Corporation" means Dole Food Company, Inc., a Hawaii corporation, and its successors. For purposes of this definition of Corporation, after the consummation of a Fundamental Transaction or an Asset Sale, the term "successor" shall include, without limitation, the Resulting Entity or Transferee Entity, respectively.

"Dole" means the Corporation and/or its subsidiaries.

16

OPTION/SAR GRANTS IN THE LAST FISCAL YEAR

The following table provides information concerning individual grants of stock options made during fiscal 2000 to each of the Named Executive Officers. No SARs have been granted to these persons.

	INDIVIDUAL GRANTS				
NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS/SARS GRANTED (#)(3)(4)	PERCENT OF TOTAL OPTIONS/SARS GRANTED TO EMPLOYEES IN LAST FISCAL YEAR	EXERCISE OR BASE PRICE ($/SH)(3)(4)	EXPIRATION DATE(5)	0%($
David H. Murdock.......	100,000	14.00%	$12.688	10/19/10	0
David A. DeLorenzo.....	50,000	7.00%	$12.688	10/19/10	0
Kenneth J. Kay.........	25,000	3.5%	$12.688	10/19/10	0
Lawrence A. Kern.......	20,000	2.80%	$15.312	1/30/10	0
	50,000	7.00%	$12.688	10/19/10	0
Peter M. Nolan.........	4,000	.56%	$14.375	2/6/10	0
	18,500	2.59%	$12.688	10/19/10	0

Fair Market Value of Common Stock on December 29, 2000, was $16.375, the last trading day of Dole's 2000 fiscal year.

(1) The total gain to all stockholders in respect of the October 2000 grant would be $445,641,927 at 5% annual appreciation and $1,129,182,928 at 10% annual appreciation.

(2) The amounts under the columns labeled "5%" and "10%" are included as required by rules promulgated by the SEC and are not intended to forecast future appreciation, if any, in the price of Dole's Common Stock. Such amounts are based on the assumption that the named persons hold the options granted for their full ten-year term. The actual value of the options will vary in accordance with the market price of Dole's Common Stock. The column headed "0%" is included to demonstrate that the options were granted at fair market value and optionees will not recognize any gain without an increase in the stock price, which increase benefits all stockholders commensurately. Except as noted in footnote 4 below, the terms of the option grants require a 20% increase over the exercise price before any vesting occurs.

(3) Stock options were granted under Dole's 1991 Stock Option and Award Plan, as amended (the "1991 Plan"). Options under the 1991 Plan may result in payments following the resignation, retirement or other termination of employment with Dole or its subsidiaries or as a result of a change of

control of Dole (as defined in the 1991 Plan). Vested options under the 1991 Plan may be exercised within a period of 12 months following a termination by reason of death, disability or retirement, and three months following a termination for other reasons. The 1991 Plan permits the Compensation Committee, which administers the 1991 Plan, to accelerate, extend or otherwise modify benefits payable under the applicable awards in various circumstances, including a termination of employment or change in control. Under the 1991 Plan, if there is a change of control of Dole, all options become immediately exercisable.

(4) Options vest according to a schedule reflecting specific stock appreciation hurdles. Except as noted, none of the options granted in October 2000 set forth in the table vest until the stock price reaches $17.125, a 20% increase over the exercise price which reflects the market price of Dole's Common Stock on the date of grant. Options will vest in 25% increments upon achieving or exceeding specified price hurdles for a period of 30 consecutive trading days.

(5) Options were granted for a term of 10 years, subject to earlier termination in certain events such as termination of employment. See footnote 3 above.

17

AGGREGATED OPTION/SAR EXERCISES IN THE LAST FISCAL YEAR AND FISCAL YEAR-END OPTION/SAR VALUES

The following table provides information concerning each exercise of stock options during fiscal 2000 by each of the Named Executive Officers and the fiscal year-end value of unexercised options.

NAME	SHARES ACQUIRED ON EXERCISE (#)	VALUE REALIZED ($)	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS/SARS AT FY-END (#)(1) EXERCISABLE/ UNEXERCISABLE(#)	VAL UNEX IN-TH OPTI FY-E EXERC UNEXERCI
David H. Murdock................	0	0	258,420/450,000	$ 0
David A. DeLorenzo..............	0	0	112,668/235,000	$ 0
Kenneth J. Kay..................	0	0	8,334/41,666	$10,418
Lawrence A. Kern................	0	0	35,422/108,200	$ 0
Peter M. Nolan..................	0	0	30,509/68,600	$ 0

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(1) Dole has two stock option plans under which awards are outstanding: the 1982 Plan and the 1991 Plan. Options under the 1991 Plan are described in footnote 3 to the table entitled "Option/SAR Grants in the Last Fiscal Year." All options available under the 1982 Plan have been granted. Vested options under the 1982 Plan may result in payments following resignation, retirement or other termination of employment with Dole or its subsidiaries or as a result of a change of control of Dole. Options under the 1982 Plan may be exercised within a period of 12 months following a disability, by the optionee's estate at any time the option could have been exercised by the optionee (if the optionee dies while an employee of Dole) and within a period of three months following a termination for all other reasons. Under

the 1982 Plan, if there is a change of control of Dole (as defined in the 1982 Plan), all options become immediately exercisable.

(2) This amount represents solely the difference between the market value ($16.375) on the last trading day of Dole's fiscal year, December 29, 2000, of those unexercised options that had an exercise price below such market price (i.e., "in-the-money options") and the respective exercise prices of the options. No assumptions or representations regarding the "value" of such options are made or intended.

LONG-TERM INCENTIVE PLAN--AWARDS IN LAST FISCAL YEAR

The following table provides information regarding each award made to a Named Executive Officer in fiscal 2000 under the 1998 Plan:

	ESTIMATED PAYOUT OPPORTUNITY (CYCLE 4)(1)			
NAME	PERFORMANCE PERIOD	FORMULA MINIMUM(2)	FORMULA TARGET(3)	FORMULA MAXIMUM(
David H. Murdock..............................	2000-2002	$16,667	$533,333	$1,666,6
David A. DeLorenzo............................	2000-2002	$12,500	$400,000	$1,250,0
Kenneth J. Kay................................	2000-2002	$ 4,167	$133,333	$ 416,6
Lawrence A. Kern..............................	2000-2002	$12,500	$394,523	$1,232,8
Peter M. Nolan................................	2000-2002	$ 5,469	$175,000	$ 546,8

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(1) The business targets established for the awards granted in 2000 were earnings per share at the consolidated level (50% weighting) and relative total stockholders return ("RTSR") measured

18

against a peer group of companies in the MidCap Foods Index (50% weighting). If the average performance during the performance cycle is below target, the payment opportunities will be reduced and if the average performance is above target, the payment opportunities will be increased. Subject to other conditions of the award (including continued service), one-third of the awards for the three-year performance period (2000-2002) ("Cycle 4") will vest in early 2003 with one-third of the remaining payment opportunity vesting each year thereafter. Awards may become immediately payable in the event of termination of service or a change of control, and are subject to customary adjustments for recapitalization, reorganizations and similar events. The formula-determined amount of an award may be (a) further adjusted based upon performance consistency and (b) reduced by the Compensation Committee based upon an evaluation of individual performance criteria and/or other objective and subjective factors. Because of these contingencies and other conditions, the specific benefits to be paid to participants are not determinable in advance.

(2) Requires attainment of minimum target performance in one of the business criteria in one of the years in applicable performance cycle.

(3) Formula Target and Formula Maximum include the effect of actual 2000 results on aggregate payment opportunities. Amounts presented assume no increase in current base salaries during or after 2001.

The reported amounts do not include payout opportunities under unvested long-term awards made prior to 1999 for the performance period 1998-1999 ("Cycle 1"), and two three-year performance periods (1998-2000 and 1999-2001) ("Cycle 2" and "Cycle 3"). The applicable business criteria for awards granted in 1998, 1999 and 2000 were earnings per share at the consolidated level (50% weighting) and RTSR measured against a peer group of companies in the MidCap Foods Index (50% weighting).

Prior to the Cycle 4 award period, described above, Dole established three cycles for which awards may be earned, Cycle 1, Cycle 2 and Cycle 3. With respect to Cycle 1, which ended on December 31, 1999, one third of the award has already vested and the remaining accrued payment opportunities have been fixed and will be paid out as described in footnotes 3 and 6 to the Summary Compensation Table. There were no amounts payable under Cycle 2 as the performance targets were not met. With respect to Cycle 3, one-third of any award earned will vest in early 2002. If the average performance over the cycle is below target, the payment opportunities are reduced, and if the average performance is above target, the payment opportunity for the cycle is increased. In addition, these awards may become immediately payable in the event of termination of service or a change of control, and are subject to customary adjustments for recapitalizations, reorganizations and similar events. Dole established the performance targets for Cycle 3 utilizing earnings per share at the consolidated level (50% weighting) and RTSR measured against a peer group of companies in the MidCap Foods Index (50% weighting).

The maximum award opportunity for Cycle 3 for each of the Named Executive Officers is as follows: Mr. Murdock--$416,667; Mr. DeLorenzo--$312,500; Mr. Kay--$104,167; Mr. Kern--$303,942; and Mr. Nolan--$136,719.

If the minimum performance level is not achieved on any of the business targets established by the Compensation Committee in any of the years of a cycle, no amount will be payable for that award cycle, although the levels of performance required may change between cycles and may differ within any cycle.

The business criteria and performance targets relative to any business criterion for a given fiscal year in a cycle may vary from cycle to cycle, as the Committee prospectively establishes those factors for new cycles in which the same fiscal year is included under the 1998 Plan.

19

PENSION PLANS

Dole maintains a number of noncontributory pension plans that provide benefits, following retirement at age 65 or older with one or more years of credited service (or age 55 with five or more years of credited service), primarily to salaried, non-union employees of Dole on U.S. payrolls, including executive officers of Dole. Each plan provides a monthly pension to supplement personal savings and Social Security benefits. The following table shows the estimated annual benefits payable under Dole's salaried pension plan in which the Named Executive Officers participated in 2000:

PENSION PLAN TABLE

YEARS OF SERVICE

COMPENSATION	15	20	25	30	35
$300,000	$ 49,500	$ 70,950	$ 92,400	$113,850	$135,300
$400,000	$ 66,000	$ 94,600	$123,200	$151,800	$180,400
$500,000	$ 82,500	$118,250	$154,000	$189,750	$225,500
$600,000	$ 99,000	$141,900	$184,800	$227,700	$270,600
$700,000	$115,500	$165,550	$215,600	$265,650	$315,700
$800,000	$132,000	$189,200	$246,400	$303,600	$360,800
$900,000	$148,500	$212,850	$277,200	$341,550	$405,900
$1,000,000	$165,000	$236,500	$308,000	$379,500	$451,000
$1,100,000	$181,500	$260,150	$338,800	$417,450	$496,100
$1,200,000	$198,000	$283,800	$369,600	$455,400	$541,200
$1,300,000	$214,500	$307,450	$400,400	$493,350	$586,300
$1,400,000	$231,000	$331,100	$431,200	$531,300	$631,400
$1,500,000	$247,500	$354,750	$462,000	$569,250	$676,500

The above table shows the estimated annual retirement benefits payable as straight life annuities without offsets for Social Security or other amounts under this plan, assuming retirement at age 65, to persons in specified compensation and years of service classifications. In general, the plan covers the following types of compensation paid by Dole: base pay, bonus, and severance pay payable under Dole's severance pay plan.

Each year's accrued benefit under the plan is 1.1% of final average annual compensation multiplied by years of service, plus .33% of final average annual compensation multiplied by years of service in excess of 15 years. Benefits accrued as of March 31, 1992 under the prior benefit formula serve as minimum entitlements. The credited years of service and ages as of December 31, 2000 for individuals named in the Summary Compensation Table are as follows: Mr. Murdock (age 77)--15 years; Mr. DeLorenzo (age 54)--30 years; Mr. Kay (age 46)--1 year; Mr. Kern (age 53)--8 years; Mr. Nolan (age 58)--8 years. Assuming these individuals remain employed by Dole until age 65 (or later) and continue to receive compensation equal to their 2000 compensation from Dole, their annual retirement benefits at age 65 will approximate: Mr. DeLorenzo--$332,962; Mr. Kay--$97,002; Mr. Kern--$125,018; and Mr. Nolan--$88,373. As required by the Internal Revenue Code, Mr. Murdock, who is presently over the age of 70 1/2, is receiving his current annual retirement benefit under the pension plan of $208,604.

Generally, the Internal Revenue Code places an annual maximum limit of $135,000 (at December 31, 2000) on the benefits available to an individual under Dole's pension plans. Furthermore, the Internal Revenue Code places an annual maximum limit of $170,000 (at December 31, 2000) on compensation which may be considered in determining a participant's benefit under qualified retirement programs. If an individual's benefit under a plan exceeds the maximum annual benefit limit or the maximum compensation limit, the excess will be paid by Dole from an unfunded excess and supplemental benefit plan.

20

CERTAIN TRANSACTIONS

The Audit Committee of the Board of Directors reviewed and approved transactions in which Mr. David H. Murdock or his affiliates had an interest. In addition to Castle & Cooke, Inc. ("Castle"), Mr. Murdock, Dole's Chairman and Chief Executive Officer, owns, among other businesses, a transportation equipment leasing company, a private dining club and a private country club, which supply products and provide services to numerous customers and patrons. During fiscal 2000, Dole paid Mr. Murdock's companies (other than Castle) an aggregate of $2,143,259 of which $2,009,947 was for the rental of truck chassis and generator sets.

Mr. Murdock paid Dole $79,954 for the incremental cost of utilizing an airplane, owned 50% by Dole and 50% by Castle, for personal and for other business usage during 2000, which amount represents Dole's share. Mr. Murdock also reimbursed Dole a balance of $30,486 representing the difference between certain shared services provided by and to Dole.

Mr. Murdock, a director and executive officer, and Ms. Wieman, an executive officer, of Dole also serve as directors and executive officers of privately-held entities controlled by Mr. Murdock that do not have compensation committees. Any compensation paid by those companies is within the discretion of their respective boards of directors.

TRANSACTIONS WITH CASTLE & COOKE, INC.

On December 28, 1995, Dole distributed to its stockholders all of the common stock of Castle, Dole's former real estate and resorts operations (the "Distribution"). Mr. Murdock was also the Chairman and Chief Executive Officer of Castle and beneficially owned approximately 27% of its outstanding common stock. On September 6, 2000, following a tender offer and merger, Castle became a private company indirectly wholly-owned by Mr. Murdock.

As partial consideration to Dole for the Distribution, Castle issued to Dole a promissory note in the principal amount of $10 million, which was repaid on December 8, 2000. The $10 million note bore interest at the rate of 7% per annum, payable quarterly. Castle incurred and paid $655,412 in interest expense in 2000, pursuant to the terms of the $10 million note.

Pursuant to the Distribution, Dole and Castle each hold a 50% percent interest in an airplane, which was formerly owned solely by Dole. Under the Aircraft Co-Ownership Agreement, Dole and Castle agreed that each party would be responsible for the direct costs associated with its use of the airplane, and that all indirect costs would be equally shared. Dole's and Castle's proportionate shares of the direct and indirect costs for the aircraft during 2000 were $1,047,902 and $913,096, respectively. Pursuant to the agreements governing the Distribution, Dole paid Castle $54,435 for certain general and administrative services provided to Dole by Castle during 2000, including land management and workers' compensation services. Castle paid Dole $26,351 for certain general and administrative services for various services provided to Castle by Dole during 2000. During 2000, Dole also paid Castle $21,468 pursuant to three eight-year leases commencing in December 1995 for three plots of agricultural land covering approximately 1600 acres on Oahu, Hawaii. Dole expects to pay similar annual rents in future years under the leases, subject to changes in property tax payable on such properties. Dole also paid Castle $17,916 during 2000 for holding various meetings and sales functions at Castle's Lanai resort hotels. Castle purchased $261,118 of products from Dole for its retail store and hotels in Hawaii, and also paid Dole $35,971 in licensing fees pursuant to a long-term trademark license agreement.

Additionally, effective January 1, 2000, Dole and Castle entered into an agreement to terminate Dole's office space lease in a building owned by Castle in Bakersfield, California. Pursuant to the termination agreement, Dole agreed to pay Castle rent through December 2001. Castle re-leased the property to a new tenant commencing May 1, 2000, with one-year free rent, resulting in the effective expiration of Dole's rent obligation as of April 30, 2001. Pursuant to the termination agreement, Dole also agreed to reimburse Castle for certain brokerage commissions Castle incurred in re-leasing the property. Dole paid Castle $873,288 in rent for 1999 and 2000, and $98,085 for broker's commission in 2000. Dole's remaining lease payments were $160,020 as of December 31, 2000.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN ANY OF DOLE'S FILINGS UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THAT MIGHT INCORPORATE FUTURE FILINGS, INCLUDING THIS PROXY STATEMENT, IN WHOLE OR IN PART, THE FOLLOWING COMPENSATION COMMITTEE REPORT AND THE FOLLOWING PERFORMANCE GRAPH SHALL NOT BE INCORPORATED BY REFERENCE INTO ANY SUCH FILINGS OR ANY FUTURE FILINGS, EXCEPT TO THE EXTENT DOLE EXPRESSLY INCORPORATES SUCH REPORT OR GRAPH BY REFERENCE THEREIN. THE REPORT AND GRAPH SHALL NOT BE DEEMED SOLICITING MATERIAL OR OTHERWISE DEEMED FILED UNDER EITHER OF SUCH ACTS.

CORPORATE COMPENSATION AND BENEFITS COMMITTEE REPORT TO STOCKHOLDERS

COMPENSATION PHILOSOPHY

Dole's compensation philosophy is to relate the compensation of Dole's executive officers to measures of Dole performance that contribute to increased value for Dole's stockholders.

GOALS

To assure that compensation policies appropriately consider the value Dole creates for stockholders, Dole's compensation philosophy for executive officers takes into account the following goals:

- Executive officer compensation must be focused on enhancing stockholder value.

- Compensation must reflect a competitive and performance-oriented environment that motivates executive officers to set and achieve aggressive goals in their respective areas of responsibility.

- Incentive-based compensation must be contingent upon the performance of each executive officer against financial and strategic performance goals.

- Dole's compensation policies must enable Dole to attract and retain top quality management.

The Compensation Committee periodically reviews the components of compensation for Dole's executive officers on the basis of its philosophy and goals. Further, as the situation warrants, the Compensation Committee also retains the services of a qualified compensation consulting firm to provide recommendations to enhance the linkage of executive officer compensation to the above goals and to obtain information as to how Dole's compensation of executive officers compares with peer companies.

EXECUTIVE COMPENSATION COMPONENTS

Dole annually evaluates the competitiveness of its executive compensation program (base salary, annual bonus, and long-term incentives) relative to comparable publicly traded companies.

A group of nine industry peers (or "peer group") is used to annually evaluate the compensation for proxy-named officers. The peer group was identified by the Compensation Committee's executive compensation consulting firm through a comparability screening process that considered such variables as revenue size, product line diversity, and geographic scope of operation. The peer group is reviewed periodically and changes may be made based on the comparability screening process. Seven of the peer group companies are in the

S&P Foods Index.

Broader published surveys of food processing companies, as well as industry in general, are used to evaluate the competitiveness of total compensation for other Dole executives.

Based on an analysis conducted by the Compensation Committee's executive compensation consultant in 2000, the cash compensation opportunity for executive officers of Dole as a group, consisting of salary and annual bonus, generally is consistent with the median of Dole's peers.

23

Generally speaking, 75th percentile pay levels can only be achieved if Dole's aggressive goals associated with its incentive compensation plans are attained. Pay levels for each executive officer, other than the Chairman and CEO, largely reflect the recommendation of the Chairman and CEO based on individual experience and breadth of knowledge, internal equity considerations, and other subjective factors. The compensation opportunity for the Chairman and CEO for 2000 was based on deliberations of the Compensation Committee of Dole, as described below under "CEO Compensation".

Each component of the total executive compensation package emphasizes a different aspect of Dole's compensation philosophy:

- BASE SALARY. Base salaries for executive officers (other than the Chairman and CEO whose salary is discussed below) are initially set upon hiring by management (subject to periodic review by the Compensation Committee) based on recruiting requirements (i.e., market demand), competitive pay practices, individual experience and breadth of knowledge, internal equity considerations, and other subjective factors.

Increases to base salary are determined primarily on the basis of market movements, individual performance and contribution to Dole and involve the application of both quantifiable and subjective criteria. Salary reviews for senior executives typically occur at intervals greater than twelve months.

- ANNUAL INCENTIVES. Dole relies to a large degree on annual incentive compensation to attract and retain executive officers of outstanding abilities and to motivate them to perform to the full extent of these abilities.

Bonus opportunities for executive officers, as a percentage of base salary, ranged from 25% to 75% (37.5% to 112.5% for the Chairman and CEO), depending on Dole's performance relative to financial performance targets set in the first quarter of the year. Bonuses generally are payable only if the specified minimum level of financial performance is realized and may be increased to maximum levels only if substantially higher performance levels are attained. Bonus opportunities for each individual are determined on the basis of competitive bonus levels (as a percent of salary), degree of responsibility, and other subjective factors. To provide greater flexibility, the Compensation Committee may include alternative performance goals to permit awards at lower levels in appropriate circumstances.

Generally speaking, each individual's maximum annual cash bonus equals 1.5x his or her target award level. The maximum bonus is payable only if exceptional Dole and/or divisional performance levels against pre-determined goals are achieved.

In 2000, the bonus opportunity for Messrs. Murdock and DeLorenzo, was based upon return on average common equity ("ROE") and Net Income. While Dole did not reach the financial threshold necessary to make payments under the ROE measure, the Net Income component permitted an award opportunity for participants in the Plan. The Committee approved payments for Mr. Murdock and Mr. DeLorenzo of $180,000 and $117,000, respectively.

- LONG-TERM INCENTIVES. Dole provides two forms of long-term incentive opportunity for senior executives: a stock option plan and a long-term incentive plan ("Long-Term Plan"). Both plans were previously approved by stockholders.

- OPTIONS. Stock option grants represent incentives tied to future stock appreciation. Stock options are granted periodically to provide executives with a direct incentive to enhance the value of the Common Stock. Historically, awards have been granted at the fair market value of the Common Stock on the date of grant and have generally vested over a three-year period with a term of ten years.

Since 1995, Dole has imposed specific stock appreciation hurdles for senior management. None of the options granted in 2000 will vest until the stock price reaches certain stock price targets (see table

24

entitled "Option/SAR Grants In The Last Fiscal Year" at page 13). Options will vest in 25% increments upon the sooner of achieving or exceeding each specified price hurdle for a period of 30 consecutive trading days or three months before the end of their ten-year terms if the individual is still employed by Dole.

Options are granted at the discretion of the Compensation Committee (based substantially on the recommendations of the Chairman and CEO as to grants for other officers) to key management positions above a specified salary level. Guidelines for stock option grants were derived from a combination of competitive market data and subjective judgments. In general, the grants for individual positions increased with the level of responsibility and the perceived impact of each position on the strategic direction of Dole. The Chairman's recommendations for individual option grants also reflected his assessment of the effect of promotions, individual performance, and other factors. An individual's outstanding stock options and current stock ownership generally were not considered when making stock option awards.

- LONG-TERM INCENTIVE PLAN. Under the Long-Term Plan, the underlying performance measures and payout provisions were designed in a manner which the Compensation Committee believes will continue to further align executive officer compensation with stockholder returns on a long-term basis. The Long-Term Plan uses three year overlapping cycles with a look-back provision at the end of each third year. A participant's payment opportunity is adjusted up or down based on the average of the performance over the prior three years. One-third of the participant's adjusted payment opportunity vests at the end of each third year, with one-third of the remaining payment vesting annually thereafter. The Compensation Committee authorized all executive officers to participate in the Long-Term Plan. The payment opportunity under these awards was based 50% on performance relative to earnings per share ("EPS") targets, and 50% on performance relative to targets for relative total stockholder return ("RTSR") as measured against a peer group of companies in the MidCap Foods Index. The MidCap Foods Index was chosen to evaluate Dole's performance against a stock market index of food companies, which includes Dole.

The first sums earned under this Plan were in Cycle 1, as Dole met its EPS target applicable to the first year of the Plan. One-third of the balance was paid to the participants, half in cash and half in stock, except for fractional shares which are paid in cash. The remaining two-thirds will be paid in accordance with the terms of the Plan.

After year-end, the Compensation Committee concluded that Dole's performance against the EPS and RTSR performance measures did not meet minimum threshold requirements and therefore, no accruals will be made to the participants' award accounts for 2000 under the Long-Term Plan.

The United States Internal Revenue Service has promulgated regulations affecting all publicly held United States corporations (the "162(m) Regulations") that interpret limits on the tax deductibility of compensation in excess of $1 million per year for certain executive officers. The Compensation Committee considers the 162(m) Regulations as one of the factors it reviews with respect to compensation matters. The Compensation Committee, generally speaking, intends to limit compensation to amounts deductible under the 162(m) Regulations, and the Compensation Committee believes that all compensation paid to executive officers in 2000 is deductible under the 162(m) Regulations. However, changes in the tax laws or interpretations, other priorities or special circumstances may result in or warrant exceptions.

EXECUTIVE STOCK OWNERSHIP GUIDELINES

To further support Dole's goal of achieving a strong link between stockholder and executive interests, Dole has adopted stock ownership guidelines for senior executives. Senior executives have been asked to make (over a three to five year period of time) and hold investments in Dole stock or

25

stock equivalents valued at between 50% to 100% of their base salaries. Unexercised stock options are not counted for purposes of meeting the ownership guidelines. Guidelines generally will apply to all vice presidents and above, with ownership targets increasing with level of responsibility.

CEO COMPENSATION

The Compensation Committee reviewed Mr. Murdock's compensation relative to the compensation (base salary, annual and long-term incentives) of the peer group. It is the Compensation Committee's intent to target aggregate compensation for Mr. Murdock at approximately the median of the peer group. In establishing Mr. Murdock's compensation, the Compensation Committee considered his responsibilities with other companies and determined that Mr. Murdock devotes to Dole the time that is necessary for the effective performance of his duties.

Under the terms of the Annual Plan, Mr. Murdock was eligible for an annual bonus ranging from 37.5% to 112.5% of base salary. Mr. Murdock's total 2000 bonus opportunity was based on ROE and Net Income. Because the Net Income component of the Annual Plan permitted an award, the Committee determined that a bonus of $180,000 be paid to Mr. Murdock for 2000 performance.

In 2000, the Compensation Committee approved an option grant for Mr. Murdock in the amount of 100,000 options. The October 2000 grant was made at fair market value on the date of grant. Mr. Murdock participated in the Long-Term Plan, described above under LONG-TERM INCENTIVES and is not eligible for an award for the cycle ending 2000.

THE CORPORATE COMPENSATION AND
BENEFITS COMMITTEE

James F. Gary, CHAIRMAN
Mike Curb
Zoltan Merszei

PERFORMANCE GRAPH

The following graph indicates the performance of the cumulative total return to stockholders of Dole's Common Stock (including reinvested dividends) during the previous five years in comparison to the cumulative total return on the Standard & Poor's 500 Stock Index, the Standard & Poor's Foods Index and the Standard & Poor's Midcap Foods and Beverages Index.

DOLE FOOD COMPANY, INC
CUMULATIVE TOTAL RETURN STOCK PRICE PERFORMANCE COMPARISON

EDGAR REPRESENTATION OF DATA POINTS USED IN PRINTED GRAPHIC

	S&P 500	S&P FOODS INDEX	S&P MIDCAP FOODS & BEVERAGES INDEX	DOLE FOOD COMPANY
1995	$100	$100	$100	$100
1996	$123	$119	$121	$98
1997	$164	$170	$179	$133
1998	$211	$184	$170	$88
1999	$255	$144	$127	$49
2000	$232	$183	$137	$50

Assumes $100 invested on December 31, 1995 in Dole Food Company, Inc. Common Stock, the Standard & Poor's 500 Stock Index and the Standard & Poor's Foods Index and assumes reinvestment of dividends at the frequency with which dividends are paid.

INDEPENDENT PUBLIC ACCOUNTING FIRM FEE DISCLOSURE

During fiscal year 2000, Dole retained its independent public accountants, Arthur Andersen LLP, to provide services in the following categories and for the following amounts:

AUDIT FEES

The aggregate fees billed by Arthur Andersen LLP for professional services rendered for the audit of Dole's annual financial statements included on Form 10-K for the fiscal year ended December 30, 2000 and for the reviews of the financial statements included in Dole's quarterly reports on Form 10-Q for that fiscal year were $1.5 million.

FINANCIAL INFORMATION SYSTEMS DESIGN AND IMPLEMENTATION FEES

Arthur Andersen LLP did not provide any services related to financial information systems design and implementation during fiscal year 2000.

27

ALL OTHER FEES

The aggregate fees billed by Arthur Andersen LLP for all other services rendered to Dole were an additional $2.4 million. This amount was primarily comprised of internal audit services and consultation with regard to various accounting, tax and financial matters.

The Audit Committee has considered whether the provision of non-audit services by Dole's independent public accountants is compatible with maintaining auditor independence.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN ANY OF THE COMPANY'S FILINGS UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THAT MIGHT INCORPORATE FUTURE FILINGS, INCLUDING THIS PROXY STATEMENT, IN WHOLE OR IN PART, THE FOLLOWING AUDIT COMMITTEE REPORT SHALL NOT BE INCORPORATED BY REFERENCE INTO ANY SUCH FILINGS OR ANY FUTURE FILINGS, EXCEPT TO THE EXTENT THE COMPANY EXPRESSLY INCORPORATES SUCH REPORT BY REFERENCE THEREIN. THE REPORT SHALL NOT BE DEEMED SOLICITING MATERIAL OR OTHERWISE DEEMED FILED UNDER EITHER OF SUCH ACTS.

AUDIT COMMITTEE REPORT TO STOCKHOLDERS

The Audit Committee is responsible for monitoring the integrity of the Company's financial reporting process and systems of internal control relative to financial information used by the Board of Directors in making decisions. The Audit Committee is also responsible for monitoring financial information about the Company that is disseminated to shareholders, the financial community and regulatory authorities.

The Audit Committee has a direct line of communication with the Company's independent public accountants and the Corporate Director of Internal Audit. The Audit Committee is composed entirely of independent directors, as defined by the listing standards of the New York Stock Exchange. The Board of Directors adopted an amended written Audit Committee charter on May 11, 2000. That charter was reviewed and amended by the Audit Committee again on February 8, 2001. A copy of the Audit Committee charter, as amended, is attached as Appendix B to this Proxy Statement.

The Audit Committee has reviewed and discussed with management the Company's audited financial statements as of and for the fiscal year ended December 30, 2000. In addition, the Audit Committee has discussed with the independent public accountants the matters required to be discussed under Statement on Auditing Standards No. 61, COMMUNICATION WITH AUDIT COMMITTEES, as amended, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants.

The Audit Committee has received and reviewed the written disclosures and a letter from the independent public accountants required by Independence Standard No. 1, INDEPENDENCE DISCUSSIONS WITH AUDIT COMMITTEES, as amended, issued by the Independence Standards Board, and have discussed with the independent public accountants their independence.

Based on the reviews and discussions referred to above, the Audit Committee has recommended to the Board of Directors that the audited financial statements referred to above be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 30, 2000.

THE AUDIT COMMITTEE

Richard M. Ferry, CHAIRMAN
James F. Gary
Zoltan Merszei

PROPOSAL 2
ADOPTION OF DOLE'S 2001 STOCK OPTION AND AWARD PLAN

Since 1991, the 1991 Stock Option and Award Plan (the "1991 Plan") has provided long-term incentives and awards to those key employees (including executive officers) responsible for the continued success and growth of Dole and its subsidiaries. The 1991 Plan will by its own terms, however, terminate on May 14, 2001.

Since the 1991 Plan will terminate on May 14, 2001, on March 22, 2001, the Board of Directors adopted, subject to stockholder approval, the Dole Food Company, Inc. 2001 Stock Option and Award Plan (the "2001 Plan"). The purpose of the 2001 Plan is to promote the success of Dole and its stockholders by providing a means to attract and retain key employees (including executive officers) by providing them long-term incentives to improve the financial performance of Dole.

SUMMARY DESCRIPTION OF THE 2001 PLAN

The major provisions of the 2001 Plan, including a description of the types of awards that may be granted thereunder, are summarized below. The following summary is qualified in its entirety by reference to the complete text of the 2001 Plan which is attached as Appendix A to this Proxy Statement.

ADMINISTRATION. The 2001 Plan will be administered by the Compensation Committee consisting of two or more members of the Board of Directors, each of whom must be a Disinterested Director, as defined in the 2001 Plan.

GRANTS OF AWARDS. The Compensation Committee may grant awards to any officer or key employee of Dole or its subsidiaries. The aggregate limit on shares subject to grants of options and Stock Appreciation Rights ("SARs") that are granted and other share-based awards that are made in any calendar year to any individual will be 750,000 shares.

SHARES THAT MAY BE ISSUED UNDER THE 2001 PLAN. A maximum of 2,500,000 shares of Common Stock may be issued upon the exercise of Stock Options ("Options"), SARS, pursuant to Restricted Stock Awards, Cash-Based or in satisfaction of Performance Share Awards. As is customary in incentive plans of this nature, the number and kind of shares available under the 2001 Plan are subject to adjustment in the event of a reorganization or merger in which Dole is the surviving entity; or a combination, consolidation, recapitalization, stock split, stock dividend, or other similar event which changes the number or kind of shares outstanding; or a dividend or distribution of property to the stockholders which materially affects the value of the Common Stock. Shares relating to Options or SARs which are not exercised, shares relating to Restricted Stock Awards which do not vest, shares relating to Performance Share Awards which are not issued and shares relating to any award which is not exercised or which expires or is cancelled will again become available for grant purposes in the 2001 Plan to the extent consistent with Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The 2,500,000 maximum number of shares available in the 2001 Plan represents approximately 4.5% of the Common Stock issued and outstanding and eligible to vote on March 26, 2001. Upon receipt of stockholder approval, Dole plans to register under the Exchange Act the shares available under the 2001 Plan.

STOCK OPTIONS. An Option is the right to purchase shares of Common Stock at a future date at a specified price ("Option price"). The Option price is generally the closing price for a share of Common Stock reported on the New York Stock Exchange ("fair market value") on the date of grant or such lesser amount as may be determined by the Compensation Committee.

An Option may either be an incentive stock option, as defined in the Internal Revenue Code of 1986, as amended, or a nonqualified stock option. An incentive stock option may not be granted to a person who owns more than 10% of the total combined voting power of all classes of stock of Dole and its subsidiaries unless the Option price is at least 110% of the fair market value of shares of Common Stock subject to the Option and such Option by its terms is not exercisable after expiration of five years from the date such Option is granted. The aggregate fair market value of shares of Common Stock (determined at the time the Option is granted) for which incentive stock options may be first exercisable by an Option holder during any calendar year under the 2001 Plan or any other plan of Dole or its subsidiaries may not exceed $100,000. A nonqualified stock option is not subject to any of these limitations.

Options are not transferable by an Option holder other than by will or the laws of descent and distribution and are exercisable, during his or her lifetime, only by the Option holder. Full payment for shares purchased on the exercise of any Option must be made at the time of such exercise in cash, in shares of Common Stock having a fair market value equal to the Option price, or any combination of cash and shares. The Committee typically requires that any shares so used must have been owned at least six months before the exercise event.

Subject to early termination or acceleration provisions (which are summarized below), an Option is exercisable, in whole or in part, from the date specified in the related award agreement until the expiration date determined by the Compensation Committee. In no event, however, is an Option exercisable more than ten years, after its date of grant.

STOCK APPRECIATION RIGHTS. In its discretion, the Compensation Committee may grant an SAR concurrently with the grant of an Option or other Award, which SAR may extend to all or a portion of the shares covered by such other Award. An SAR typically is the right to receive payment of an amount equal to the excess of the fair market value of the Common Stock on the date of exercise of the SAR over the base or exercise price of the related Award. An SAR is only exercisable when and to the extent that the related Option is exercisable or may be exercisable only during specified circumstances in or related to a Change of Control or other extraordinary transaction.

Upon exercise of an SAR, the holder receives, for each share with respect to which the SAR is exercised, an amount equal to the excess of the fair market value of a share of Common Stock on the date of exercise of the SAR over the Option price of the related Option. The Compensation Committee, in its discretion, may provide for payment upon exercise of an SAR to be solely in shares of Common Stock (valued at fair market value at date of exercise), in cash, or in a combination of Common Stock and cash, or leave the election of same to the participant, subject to any applicable legal requirements.

RESTRICTED STOCK AWARDS. A Restricted Stock Award is an award for a fixed number of shares of Common Stock subject to restrictions based on the passage of time and continued employment, performance and/or other factors. The Compensation Committee specifies the price, if any, the participant must pay for such shares and the restrictions imposed on such shares which shall not terminate earlier than six months after the Award date. Restricted stock awarded to a participant may not be voluntary or involuntarily sold, assigned, transferred, pledged or encumbered during the restricted period. The recipient of the Restricted Stock Award is entitled to exercise full voting rights with respect to those restricted shares during the period of restriction. The recipient may be credited with dividends paid with respect to the underlying shares granted and the Compensation Committee may apply any restrictions to the dividends that it deems appropriate to the payment of dividends declared. The aggregate amount of Restricted Shares that may be granted under the 2001 Plan is 250,000.

PERFORMANCE UNITS, PERFORMANCE SHARE AWARDS, RESTRICTED STOCK UNITS AND

CASH-BASED AWARDS. A Performance Unit, Performance Share Award, Restricted Stock Units, and/or Cash-Based Award entitles a participant to receive payments if certain objectives set forth in the related award agreement are met over a performance measurement period specified in the award agreement but not less than six months. The Compensation Committee determines the officers or key employees to be granted awards

31

of performance shares, the time of such grants, the length of the performance measurement period and the performance objectives (based upon such person's and Dole's performance) to be met.

A participant may receive payment of all, part or none of his or her Performance Shares depending upon whether the performance objectives established by the Compensation Committee in granting the Performance Share Award are met. Payments for Performance Shares shall be made as practical after the end of the performance measurement period, shall be based upon the fair market value of shares of Common Stock, and may be in cash or in shares of Common Stock or in a combination of Common Stock and cash, all at the option of the Compensation Committee. To the extent a Performance Share Award is paid in shares of Common Stock or cash, the number of shares of Common Stock, as determined by the Compensation Committee, subject to such Award shall be charged against the maximum amount of Common stock that may be issuable under the 2001 Plan.

PERFORMANCE-BASED AWARDS UNDER SECTION 162(m) REGULATIONS; BUSINESS CRITERIA. Without limiting the generality of the foregoing, and in addition to Awards under other provisions of the 2001 Plan, the Compensation Committee may grant performance-based awards within the meaning of the regulations under Section 162(m) of the Code (the "162(m) Regulations") (in addition to Options and SARs granted at Option prices at or above fair market value) based on the performance of Dole or its operating units pursuant to the following business criteria: earnings per share; net income (before or after taxes); return measures (including, but not limited to, return on assets, equity or sales); cash flow return on investments; earnings before or after taxes; share price (including, but not limited to, growth measures and total stockholder return); and cost reduction. Such Awards are earned and payable only if performance reaches specific, preestablished performance goals approved by the Compensation Committee in advance of applicable deadlines under the Code and while the performance relating to the goals remains substantially uncertain. The applicable performance measurement period may be not less than one nor more than 10 years. Performance goals may be adjusted to mitigate the unbudgeted impact of material, unusual or nonrecurring gains and losses, accounting changes or other extraordinary events not foreseen at the time the goals were set.

The eligible class of persons for these Other Performance-Based Awards is the executive officers of the Company. In no event may grants of this type of Award in any fiscal year to any participant relate to more than 500,000 shares or $10 million if payable only in cash. Before any Other Performance-Based Award is paid, the Compensation Committee must certify that the material terms of the Other Performance-Based Award were satisfied. The Compensation Committee will have discretion to determine the restrictions or other limitations on the individual Awards.

TERMINATION OF EMPLOYMENT. Unless the Compensation Committee otherwise provides, on the date a participant is no longer employed by Dole or any of its subsidiaries for any reason, shares subject to the participant's Restricted Stock Awards which have not become vested by that date, or shares subject to the participant's Performance Units, Performance Share Awards, Restricted Stock Units, or Cash-Based Awards which have not been issued or not become issuable on such date typically will be forfeited or terminated, as the case may be, in accordance with the terms of the related award agreements. In addition, the

Options held by a Participant which have not yet become exercisable shall terminate, while Options which have become exercisable must be exercised within three months from such date or twelve months from such date if the termination of employment is a result of retirement, disability or death. Such periods, however, cannot exceed the expiration dates of the Options. SARs have the same termination provisions as the Options to which they relate.

ACCELERATION OF AWARDS. Upon the occurrence of an Event (as defined in the 2001 Plan), each Option and each related SAR will immediately become exercisable, each share covered by a Restricted Stock Award will immediately vest free of restrictions, and each share covered by a Performance Unit, Performance Share Award, Restricted Stock Unit, or a Cash-Based Award will be issued to a participant, unless the Compensation Committee otherwise provides. Acceleration of awards shall comply with applicable laws, including the Exchange Act and the Internal Revenue Code. An "Event"

32

is deemed to occur if and as of the first date that one or both of the following conditions are satisfied: (a) a Change of Control occurs; or (b) Dole's common stock is not listed on either the New York Stock Exchange or the National Market System of the Nasdaq Stock Market. "Change of Control" has the meaning described under the heading "Employment, Severance and Change of Control Arrangements--Change of Control Agreements--Definitions" in this Proxy Statement.

TERMINATION OF OR CHANGES TO THE 2001 PLAN. The Board of Directors may terminate or amend, and the Compensation Committee, with certain exceptions, may amend the 2001 Plan. If an amendment would (i) materially increase the benefits accruing to recipients of awards under the 2001 Plan, (ii) materially increase the aggregate number of shares which may be issued under the 2001 Plan, or (iii) materially modify the requirements as to eligibility for participation under the 2001 Plan, the amendment must be approved by the Board of Directors or the Compensation Committee, and, to the extent then required by the Internal Revenue Code or as required by any other applicable law (including Rule 16b-3 of the Exchange Act), by the stockholders. Unless previously terminated by the Board of Directors, the 2001 Plan will terminate on March 21, 2011.

SECTION 16. The 2001 Plan is intended to conform to Rule 16b-3 of the Exchange Act. Rule 16b-3 provides certain exemptions from the liability provisions of the Exchange Act for awards to and related actions by participants subject to Section 16(b) of the Act (e.g., directors and executive officers) under plans and circumstances conforming to the requirements and conditions of the Rule. Under the 2001 Plan, the Compensation Committee may authorize Awards that do not meet these conditions and that may be "matchable" for purposes of Section 16(b).

FEDERAL INCOME TAX TREATMENT OF NONQUALIFIED STOCK OPTIONS. A nonqualified stock option issued under the 2001 Plan does not result in any taxable income to the Option holder or deduction to Dole at the time it is granted. The Option holder generally realizes ordinary income at the time of exercise equal to the excess of the then fair market value of the shares received over the Option price. The amount of ordinary income recognized by the Option holder is deductible by Dole in the year the income is recognized. Upon a subsequent disposition of the shares, the Option holder will realize short-term or long-term capital gain or loss. Dole will not be entitled to any further deduction at that time.

FEDERAL TAX TREATMENT OF INCENTIVE STOCK OPTIONS. An incentive stock option issued under the 2001 Plan does not result in any taxable income to the Option holder or deduction to Dole at the time it is granted or exercised, provided that the Option is exercised no later than three months after termination of employment for reasons other than retirement, disability or death (one year after termination of employment because of death, retirement or disability) and the stock is held for a period of at least two years after the date of grant and one year after the date of exercise. The excess of the fair market value of the stock received over the Option price is, however, includable in alternative taxable income potentially subject to the alternative minimum tax. The subsequent sale of the shares results in long-term capital gain on the excess of the sale price over the Option price. If, however, the Option holder disposes of the shares within two years from the date of grant or one year from the date of exercise, the difference between the fair market value of the shares at the date of exercise and the cost of such shares is taxed as ordinary income (and Dole will receive a corresponding deduction) in the year the shares are sold. Any additional gain will be taxed as a capital gain. The amount of ordinary income is limited to the excess of the selling price over the amount paid for the shares if the selling price is less than the fair market value of the shares at the date of exercise. If the shares are disposed of at a loss (sale price less than amount paid for the stock), the loss is a capital loss.

FEDERAL TAX TREATMENT OF STOCK APPRECIATION RIGHTS. A participant is not subject to tax at the time an SAR is granted. However, shares of Common Stock or cash delivered pursuant to the exercise of an

33

SAR is taxable as ordinary income to the participant, and Dole is entitled to a corresponding deduction equal to the income realized by the participant.

FEDERAL TAX TREATMENT OF RESTRICTED STOCK. Except as provided in the following sentence, a participant is not taxed at the date of grant of restricted stock, but is taxed at ordinary income rates on the fair market value of any shares of stock received as the restrictions lapse. Dole is entitled to a corresponding deduction at the time the restricted stock is included in the participant's income. Any disposition of shares after the restrictions lapse is subject to the regular rules governing long-term and short-term capital gains and losses, with basis for this purpose equal to the fair market value of the shares at the end of the restricted period.

FEDERAL TAX TREATMENT OF PERFORMANCE UNITS, PERFORMANCE SHARES, RESTRICTED STOCK UNITS, OR CASH-BASED AWARDS. A participant is taxed at ordinary income rates with respect to any cash payments and the fair market value of shares of stock received as payment for performance units, performance shares, restricted stock units, or cash-based awards at the time of the receipt of payment. Dole is entitled to a deduction for such amounts at the same time as the participant includes the payment in income.

INCOME RESULTING FROM EVENTS. If, as a result of the occurrence of an Event (as defined in the 2001 Plan), an Option holder's Options or SARs become exercisable, the restrictions on Restricted Stock Awards lapse, or shares are issued pursuant to Performance Units, Performance Share Awards, Restricted Stock Units, or Cash-Based Awards, the Option holder or participant may be deemed to have received "parachute payments," if the additional value received as a result of acceleration exceeds a certain threshold amount. In such case, the excess of the total "parachute payments" over such person's average annual compensation generally will be subject to a 20% non-deductible excise tax in addition to any income tax payable, and Dole will not be entitled to a deduction for the payments that are subject to the exciInvesco to purchase
and maintain, insurance for directors and officers against any liability arising from negligence,
of insurance on its officers and directors.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits
See the Exhibit Index, which is incorporated into this registration statement by reference.

(b) Financial Statement Schedules
Schedules for which provision is made in the applicable accounting regulations of the SEC are either not required under the related instructions, are inapplicable or not material, or the information called for thereby is otherwise included in the financial statements incorporated by reference and therefore has been omitted.

Item 17. Undertakings.
(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

Table of Contents

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) Not Applicable.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B (§ 230.430B of this chapter):

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell

such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

Table of Contents

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant s annual report, pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each Registrant pursuant to the foregoing provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a Registrant of expenses incurred or paid by a director, officer or controlling person of a Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, that Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on this 14th day of August, 2018.

Invesco Ltd.

By: /s/ Martin L. Flanagan
Martin L. Flanagan
Chief Executive Officer

POWERS OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Martin L. Flanagan, Loren M. Starr and Kevin M. Carome, and each of them severally, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign the registration statement on Form S-3 and any and all amendments (including post-effective amendments and amendments filed pursuant to Rule 462(b) under the Securities Act of 1933) to the registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Martin L. Flanagan Martin L. Flanagan	Chief Executive Officer (Principal Executive Officer) and President; Director	August 14, 2018
/s/ Loren M. Starr Loren M. Starr	Senior Managing Director and Chief Financial Officer (Principal Financial Officer)	August 14, 2018
/s/ Annette Lege Annette Lege	Chief Accounting Officer (Principal Accounting Officer)	August 14, 2018
/s/ Ben F. Johnson III	Chairperson and Director	August 14, 2018

Ben F. Johnson III		
/s/ Sarah E. Beshar	Director	August 14, 2018
Sarah E. Beshar		
/s/ Joseph R. Canion	Director	August 14, 2018
Joseph R. Canion		

Table of Contents

SIGNATURE	TITLE	DATE
/s/ C. Robert Henrikson	Director	August 14, 2018
C. Robert Henrikson		
/s/ Denis Kessler	Director	August 14, 2018
Denis Kessler		
/s/ Sir Nigel Sheinwald	Director	August 14, 2018
Sir Nigel Sheinwald		
/s/ G. Richard Wagoner, Jr.	Director	August 14, 2018
G. Richard Wagoner, Jr.		
/s/ Phoebe A. Wood	Director	August 14, 2018
Phoebe A. Wood		

Authorized Representative in the United States:

/s/ Loren M. Starr
Name: Loren M. Starr
Title: Chief Financial Officer

II-5

Table of Contents

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on this 14th day of August, 2018.

Invesco Finance plc

By: /s/ Loren M. Starr
Loren M. Starr
Director

POWERS OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Martin L. Flanagan, Loren M. Starr and Kevin M. Carome, and each of them severally, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign the registration statement on Form S-3 and any and all amendments (including post-effective amendments and amendments filed pursuant to Rule 462(b) under the Securities Act of 1933) to the registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Loren M. Starr Loren M. Starr	Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	August 14, 2018
/s/ Kevin M. Carome Kevin M. Carome	Director	August 14, 2018
/s/ Robert H. Rigsby Robert H. Rigsby	Director	August 14, 2018

II-6

Table of Contents

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on this 14th day of August, 2018.

Invesco Finance, Inc.

By: /s/ Loren M. Starr
Loren M. Starr
President

POWERS OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Martin L. Flanagan, Loren M. Starr and Kevin M. Carome, and each of them severally, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign the registration statement on Form S-3 and any and all amendments (including post-effective amendments and amendments filed pursuant to Rule 462(b) under the Securities Act of 1933) to the registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Loren M. Starr Loren M. Starr	President (Principal Executive Officer), Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), and Director	August 14, 2018
/s/ Kevin M. Carome Kevin M. Carome	Executive Vice President and Director	August 14, 2018

II-7

Table of Contents

EXHIBIT INDEX

1.1	Form of Underwriting Agreement*
3.1	Memorandum of Association of Invesco Ltd., incorporating amendments up to and including December 4, 2007, incorporated by reference to exhibit 3.1 to Invesco s Current Report on Form 8-K, filed with the Securities and Exchange Commission on December 12, 2007
3.2	Third Amended and Restated Bye-Laws of Invesco Ltd., incorporating amendments up to and including May 11, 2017, incorporated by reference to exhibit 3.2 to Invesco s Quarterly Report on Form 10-Q for the period ended June 30, 2017, filed the Securities and Exchange Commission on July 27, 2017
4.1	Specimen Certificate for Common Shares of Invesco Ltd., incorporated by reference to exhibit 4.1 to Invesco s Current Report on Form 8-K, filed with the Securities and Exchange Commission on December 12, 2007
4.2	Form of Indenture
4.3	Form of Preference Share Certificate*
4.4	Form of Warrant Agreement (including form of warrant certificate)*
4.5	Form of Subscription Rights Agreement (including form of subscription rights certificate)*
5.1	Opinion of Appleby (Bermuda) Limited
5.2	Opinion of Alston & Bird LLP
5.3	Opinion of Linklaters LLP
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Appleby (Bermuda) Limited (included in Exhibit 5.1)
23.3	Consent of Alston & Bird LLP (included in Exhibit 5.2)
23.4	Consent of Linklaters LLP (included in Exhibit 5.3)
24.1	Power of Attorney (included in signature pages hereto)

* To be filed by amendment or as an exhibit to a document to be incorporated by reference herein.