

**SECOND AMENDMENT AND ADDENDUM TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 13, 2016
BETWEEN HIDALGO COUNTY, TEXAS
AND
WONDERFUL CITRUS PACKING LLC**

This second amendment and addendum (the “**Amendment**”) is entered into effective as of June 5, 2018, between Hidalgo County, a political subdivision of the State of Texas (the “**County**”), duly acting herein by and through its duly authorized representatives, pursuant to an Order dated June 5, 2018, by the Hidalgo County Commissioners’ Court (hereinafter referred to as the “**Commissioners Court**”) and Wonderful Citrus Packing LLC, a Delaware limited liability company (the “**Company**”), and amends that certain Tax Abatement Agreement the “**Original Agreement**”) between the County and the Company entered into effective December 13, 2016, as amended by that certain Amendment to Tax Abatement Agreement between the County and the Company effective May 30, 2017 (the Original Agreement as so amended, the “**Agreement**”).

WITNESSETH:

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Agreement with the Company in accordance with then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (the “**Guidelines and Criteria**”);

WHEREAS, pursuant to the Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended (“**Act**”), the County entered into the Agreement concerning the Project (as defined in the Agreement);

WHEREAS, the Company has requested that the Agreement be amended to clarify certain documentation requirements as it has determined the requested documents do not exist; and

WHEREAS, the County has determined the applicable tax abatement percentage and the County and the Company wish to fulfill the requirement of the Agreement to enter into an addendum to set the tax abatement percentage; and

NOW, THEREFORE, the County and the Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Representations and Warranties.** The Company represents and warrants to the County as follows:

- (a) The Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility.
- (b) This Amendment constitutes the valid and enforceable obligation of the Company in accordance with its terms.
- (c) The Company has all necessary right, title, license and authority to enter into this Amendment and the execution and performance of this Agreement as amended by this Amendment by the Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.
- (d) With respect to the documentation required pursuant to Section 4.02 of the Agreement, (i) none of the projects completed by the Company as part of the Project required construction plans to be filed, so that the Company does not have “as built” construction plans and (ii) a general contractor was not retained for the Project, as such services were provided by a Company employee.

3. **Amendments to Agreement.** The County and the Company agree as follows;

a. *Documentation required under Section 4.02 of the Agreement.* The County agrees to accept a certificate from an appropriate official of the Company certifying the completion of the Facility. The parties agree that upon delivery of such a certificate to the County that the Company shall be deemed to have met the requirements of the first sentence of section 4.02 of the Agreement.

b. *Addendum Setting Tax Abatement Percentage.* In accordance with the requirement of Section 3.02 of the Agreement that the parties fix the applicable Tax Abatement Percentage pursuant to an addendum to the Agreement, the parties fix the Tax Abatement Percentage as twenty-five percent (25%).

4. **Current Tax.** The Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by the Company within the Zone.

5. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 5th day of June 2018, authorizing the County Judge to execute this Agreement on behalf of the County.

6. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all

times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

7. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreement.** The Agreement, as modified hereby, is ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS as of the 5th day of June, 2018.

WONDERFUL CITRUS PACKING LLC

By: _____
John Glenn
V.P. of Texas Juice Operations

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM FOR COUNTY:

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain