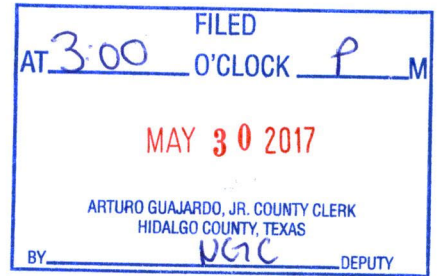


**AMENDMENT TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 13, 2016**

BETWEEN HIDALGO COUNTY, TEXAS

AND

WONDERFUL CITRUS PACKING LLC



This amendment (the “**Amendment**”) is entered into effective as of May 30 2017, 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 May 30, 2017, 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 “**Agreement**”) between the County and the Company entered into effective December 13, 2016.

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 allow additional time to comply with the requirement in the Agreement to file construction plans for part of the Project by June 1, 2017; and

WHEREAS, the County has determined that extending the date for compliance with such requirement does not reduce the benefit to the County from the Agreement;

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.

3. **Amendment to Agreement.** In order to allow the Company additional time to file the construction plans for the blend room portion of the Facility, Section 4.01 of the Agreement is amended by replacing “June 1, 2017” with “August 31, 2017”. Section 4.01 of the Agreement, as so amended, reads in its entirety as follows:

4.01 Owner has provided documentation to the County concerning the commencement of construction of the Project and agrees to continue to provide such documentation as required by the County concerning the continuation of the construction and modernization of improvements pursuant to this Agreement. Without limiting the generality of the foregoing, Owner shall file with the County construction plans for the blend room portion of the Facility by August 31, 2017, and for the not-from-concentrate and tank farm portion of the Facility by June 1, 2018. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Owner may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

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 30th day of May 2017, 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 30th day of May, 2017.

WONDERFUL CITRUS PACKING LLC

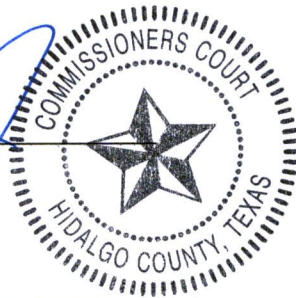
By: _____
John Glenn
V.P. of Texas Juice Operations

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 5/30/17

APPROVED AS TO FORM FOR COUNTY:

Atlas, Hall & Rodriguez, L.L.P
By: Stephen L. Crain
Stephen L. Crain