

**AGREEMENT**

This AGREEMENT ("AGREEMENT") is entered into by and between Hopkins County Texas, hereinafter referred to as COUNTY, acting by and through Robert Newsome its duly elected County Judge, and Ocean Spray Cranberries, Inc., hereinafter referred to as OWNER, acting by and through Craig Miller, its duly authorized Plant Director.

**WITNES ETH:**

**WHEREAS**, in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the "ACT"), the COUNTY has adopted the Guidelines and Criteria for the Economic Development Incentives Program (the "POLICY STATEMENT"); and

**WHEREAS**, the POLICY STATEMENT constitutes appropriate guidelines and criteria governing tax abatement AGREEMENTs to be entered into by the COUNTY as contemplated by Chapter 312 of the Tax Code; and

**WHEREAS**, the COUNTY has adopted Resolution stating that it elects to be eligible to participate in tax abatement; and

**WHEREAS**, the PREMISES, as hereinafter defined, are wholly located within Reinvestment Zone Number \_\_\_\_ ("ZONE") created by Ordinance No. \_\_\_\_; and

**WHEREAS**, the COUNTY desires to enter into this AGREEMENT in order to maintain and or enhance the commercial and or industrial economic and employment base of the COUNTY of Hopkins to the long term interest and benefit of the COUNTY in accordance with and Chapter 312 of the CODE; and

**WHEREAS**, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount set forth in this AGREEMENT and the other terms hereof are consistent with encouraging development of Reinvestment Zone Number \_\_\_\_ in accordance with the purposes and intent of the POLICY STATEMENT, and all applicable law; and

**WHEREAS**, a copy of this AGREEMENT has been furnished in the manner prescribed by the ACT to the presiding officers of the governing bodies of each of the taxing entities in the area in which the PREMISES is located.

**NOW THEREFORE**, the COUNTY for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the expansion of employment and the attraction of major investment in the ZONE, which contributes to economic development in the COUNTY, and the OWNER for good and valuable consideration, which consideration includes the tax abatement set forth herein below, as authorized by the ACT, do hereby contract, covenant and agree as follows:

**A.  
DEFINITIONS**

1. The property which is the subject of this AGREEMENT is that property located at 419 East Industrial Drive, Sulphur Springs, Texas and described in Exhibit "A" attached hereto and made a part hereof, and shall be hereinafter referred to as PREMISES.

2. The improvements to be installed is new equipment to upgrade the single serve multi

pack design line with a value of 2,200,000 dollars that is affixed to the PREMISES, which shall be referred to hereinafter as the IMPROVEMENTS. The kind, number and location of all proposed IMPROVEMENTS are more specifically described in Exhibit "B" attached hereto and made part of this AGREEMENT for all purposes.

**B.  
DUTIES OF OWNER**

1. The OWNER shall substantially complete or cause to be completed construction of the IMPROVEMENTS on the PREMISES that upon completion shall have a value appraised by the Hopkins County Appraisal District of not less than two million two hundred thousand dollars (\$2,200,000) ("REQUIRED VALUE") on or about December 31, 2015 provided that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required if OWNER is diligently pursuing completion of the initial phase of the IMPROVEMENTS in the event of "force majeure", or if in the sole opinion of the COUNTY, the OWNER has made substantial progress toward completion of the initial phase of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fire, explosion or flood, and strikes. The date of substantial completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued for the IMPROVEMENTS by the COUNTY.

2. The OWNER agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations or valid waiver thereof. In further consideration, from the date a Certificate of Occupancy is issued until five years after the expiration of this AGREEMENT, OWNER covenants and agrees that the PREMISES will be continuously operated, maintained and occupied as a Manufacturing facility.

3. The OWNER further agrees that the COUNTY and its agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS are in accordance with this AGREEMENT and all applicable state and local laws and regulations or valid waiver thereof; and subject to OWNER's reasonable security requirements, the continuing right to inspect PREMISES to insure that the PREMISES are thereafter maintained, operated and occupied in accordance with this AGREEMENT.

4. The PREMISES shall at all times be used in a manner that is consistent with the general purpose of encouraging development within the ZONE. Both parties agree that the use of the premises for manufacturing and warehousing purposes in accordance with this AGREEMENT, is consistent with such purpose.

5. The OWNER is also required to maintain one hundred and forty three (143) jobs. These jobs represent the jobs that OWNER currently has at the Sulphur Springs facility. These jobs will have a minimum payroll of \$8.1 million dollars

6. Prior to December 31st of each year this AGREEMENT is in effect, OWNER shall certify to the governing body the COUNTY that OWNER is in compliance with each applicable term of this AGREEMENT. OWNER agrees to provide the COUNTY any documentation the COUNTY may reasonably require to substantiate that he is in compliance with this AGREEMENT.

**C.  
ABATEMENT ALLOWED**

1. Subject to the terms and conditions of this AGREEMENT, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the