

AMENDMENT TO PERSONAL PROPERTY LEASE AGREEMENT
(AB MAURI FOOD INC.-FLEISCHMANN 2012 TPPLA)

THIS AMENDMENT TO PERSONAL PROPERTY LEASE AGREEMENT ("Amendment") is made and entered into as of the 2nd day of April, 2014, by and between **THE ECONOMIC DEVELOPMENT GRWOTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE**, a public nonprofit corporation organized and existing under the laws of the State of Tennessee ("Board" or "Lessor"), and **AB MAURI FOOD INC.**, a California corporation ("Lessee").

Recitals of Fact

WHEREAS, Lessor and Lessee entered into that certain Personal Property Lease Agreement (the "Lease") dated as of December 31, 2012, pursuant to which Lessor has leased to Lessee certain personal property, as more particularly described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to make certain changes as set forth herein.

NOW, THEREFORE, in consideration of the premises as set forth in the Recitals of Fact, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee covenant and agree as follows:

Agreements

1. Modifications to Section 6.02 of the Lease.

Subsection (a) shall be amended as follows:

<u>Period</u>	<u>Basis of Computation / Proportion of Taxes Otherwise Due and Payable</u>
From the effective date of this Lease until the 8 th anniversary of said effective date	<p>(i) As to the PILOT payment in lieu of County taxes, One Hundred Dollars (\$100.00) PLUS sixty percent (60%) of the then current tax assessment which would exist if the Personal Property were owned by a tax paying entity, times the then current millage rate.</p> <p>(ii) As to the PILOT payment in lieu of City of Memphis (or of any Municipality) taxes (if any), One Hundred Dollars (\$100.00) PLUS sixty percent (60%) of the then current tax assessment which would exist if the Personal Property were</p>

owned by a tax paying entity, times the then current millage rate.

From the 8th anniversary of the effective date of this Lease until termination of this Lease and the conveyance of the Personal Property to Lessee pursuant to the provisions of this Lease.

For the PILOT payment in lieu of both County and City taxes, the then current tax assessment that would exist if the Personal Property were owned by a tax paying entity, times the then current millage rates.

2. Ratification; Miscellaneous. Lessor and Lessee hereby agree that, as modified hereby, the Lease is ratified and confirmed in all respects and shall remain in full force and effect. This Amendment may be executed in one or more counterparts, which when taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Personal Property Lease Agreement effective as of the day and year first above written.

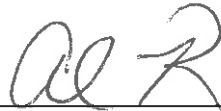
[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

AMENDMENT TO PERSONAL PROPERTY LEASE AGREEMENT
AB MAURI FOOD INC.-FLEISCHMANN

**THE ECONOMIC DEVELOPMENT GROWTH
ENGINE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF MEMPHIS AND
COUNTY OF SHELBY, TENNESSEE**

By: 
Reid Dulberger, President

ATTEST:

By: 
Al Bright, Jr., Chairman

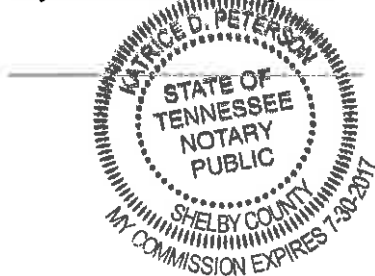
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Reid Dulberger and Al Bright, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Chairman, respectively, of **THE ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE**, a public not-for-profit corporation of the State of Tennessee, the within named bargainer, a corporation, and that they as such President and Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Chairman.

WITNESS my hand and seal, at office this 2nd day of April, 2014.



NOTARY PUBLIC

My Commission Expires:



AMENDMENT TO PERSONAL PROPERTY LEASE AGREEMENT
AB MAURI FOOD INC.-FLEISCHMANN

AB MAURI FOOD INC., a California corporation

By: 


Title: Chief Financial Officer

STATE OF Missouri

COUNTY OF St. Louis

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Daniel Huereza, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of **AB MAURI FOOD INC.**, the within named bargainer, a corporation, and that he as such Officer of AB Mauri Food, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CFO.

WITNESS my hand and seal, at office this 17 day of April, 2014.


NOTARY PUBLIC

My Commission Expires:

August 12, 2017

