FIFTH AMENDMENT TO CREDIT AGREEMENT  
  
This FIFTH AMENDMENT TO CREDIT AGREEMENT (this ''Amendment"), is dated as of October 30, 2017, by and among ALICO, INC., a Florida corporation (''Alico"), ALICO-AGRI, LTD., a Florida limited partnership ("Alico-Agri"), ALICO PLANT WORLD, L.L.C., a Florida limited liability company ("Plant World), ALICO FRUIT COMPANY, LLC, a Florida limited liability company ("Fruit Company"), ALICO LAND DEVELOPMENT INC., a Florida corporation ("Land Development"), ALICO CITRUS NURSERY, LLC, a Florida limited liability company ("Citrus Nursery", and together with Alico, Alico-Agri, Plant World, Fruit Company and Land Development, each a "Borrower" and collectively the "Borrowers"), the Guarantors party hereto and RABO AGRIFINANCE LLC (formerly known as Rabo Agrifinance, Inc.), a Delaware limited liability company ("Lender").  
  
W I TNESSETH:  
  
WHEREAS, Borrowers and Lender are parties to that certain Credit Agreement dated as of December 1, 2014, as amended by that certain First Amendment to Credit Agreement and Consent dated as of February 26, 2015, that certain Second Amendment to Credit Agreement dated as of July 16, 2015, that certain Third Amendment to Credit Agreement dated as of September 30, 2016, that certain Consent and Waiver Agreement dated as of December 20, 2016, and that certain Fourth Amendment to Credit Agreement dated as of September 6, 2017 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");  
  
WHEREAS, Borrowers have requested that Lender amend the Credit Agreement and Lender has agreed to amend the Credit Agreement as requested on the terms and conditions set forth herein;  
  
NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, and further agree as follows:  
  
1.  
Amendments to Credit Agreement.  
  
(a) Section 2.4 of the Credit Agreement, Letters of Credit, is hereby modified and amended by deleting the clause (d) thereof in its entirety and inserting in lieu thereof the following:  
  
"(d) Expiration Date. Unless otherwise agreed to by Lender in its sole discretion, each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date 12 months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, 12 months after the then-current expiration date of such Letter of Credit), and (ii) the date that is 5 Business Days prior to the Revolving Credit Maturity  
  
  
  
  
  
Date; provided, Borrowers may request issuance or renewal of a Letter of Credit with an expiry date after the Revolving Credit Maturity Date if, no later than 30 days (or such shorter period to which Lender may agree in its sole discretion) prior to the Revolving Credit Maturity Date, Borrowers deposit into the Collateral Account an amount in immediately available funds equal to l 05% of the face amount of such Letter of Credit. No Letter of Credit expiry shall be deemed to have occurred after such earlier date due to the effectiveness of the ISP."  
  
(b) Section 2.9 of the Credit Agreement, Fees, is hereby modified and amended by deleting subsection (b) in its entirety and inserting in lieu thereof the following:  
  
"(b) Letter of Credit Fees. Borrowers agree, jointly and severally, to pay to Lender for its own account (i) a Letter of Credit fee, in connection with each Letter of Credit issued hereunder, in an amount equal to the Applicable Margin then applicable for the "Letter of Credit Fee" multiplied by the amount of such Letter of Credit, with such fee being due and payable on the date of issuance of such Letter of Credit and on the date of each renewal or extension thereof, provided, that in the event Lender agrees to issue or renew a Letter of Credit that has an expiry date more than 12 months after such date of issuance or renewal, the Letter of Credit Fee with respect to such Letter of Credit shall be due and payable on each anniversary of the issuance or renewal thereof as if such Letter of Credit had been renewed or extended on the date of each such anniversary, and (ii) Lender's standard fees and other standard costs and charges with respect to the issuance, amendment, administration, renewal, extension, cancellation or conversion of any Letter of Credit or processing of drawings thereunder, with such fees being due and payable within IO days after demand by Lender."  
  
2.No Other Amendments. Except as expressly set forth above, the execution, delivery and effectiveness of this Amendment shall not operate as an amendment, modification or waiver of any right, power or remedy of Lender under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents. Except for the amendments set forth above, the text of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect and each Borrower and each Guarantor hereby ratifies and confirms its obligations thereunder. This Amendment shall not constitute a modification of the Credit Agreement or any of the other Loan Documents or a course of dealing with Lender at variance with the Credit Agreement or the other Loan Documents such as to require further notice by Lender to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future. Each Borrower and each Guarantor acknowledges and expressly agrees that Lender reserves the right to, and does in fact, require strict compliance with all terms and provisions of the Credit Agreement and the other Loan Documents, as amended herein.  
  
  
  
  
  
3.Representations and Warranties. In consideration of the execution and delivery of this Amendment by Lender, each Borrower and each Guarantor hereby represents and warrants in favor of Lender as follows:  
(a) The execution, delivery and performance by each Borrower and each Guarantor of this Amendment (i) are all within such Borrower's corporate, limited liability company or other similar powers, as applicable, (ii) have been duly authorized,  
(iii) do not require any consent, authorization or approval of, registration or filing with, notice to, or any other action by, any Governmental Authority or any other Person, except for such as have been obtained or made and are in full force and effect, (iv) will not violate any applicable law or regulation or the Organizational Documents of such Borrower or Guarantor, (v) will not violate or result in a default under any material agreement binding upon such Borrower or Guarantor, (vi) will not conflict with or result in a breach or contravention of, any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Borrower or Guarantor is a party or affecting such Borrower or Guarantor or their respective properties, and  
(vii) except for the Liens created pursuant to the Security Documents, will not result in the creation or imposition of any Lien on any asset of such Borrower or Guarantor or any of their respective properties;  
(b) This Amendment has been duly executed and delivered by each Borrower and each Guarantor, and constitutes the legal, valid and binding obligations of each such Borrower or Guarantor enforceable against each Borrower and each Guarantor in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);  
  
(c) As of the date hereof and after giving effect to this Amendment, the representations and warranties made by or with respect to any Borrower or Guarantor under the Credit Agreement and the other Loan Documents, are true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or as to Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects), except to the extent previously fulfilled with respect to specific prior dates;  
  
(d) Immediately after giving effect hereto, no event has occurred and is continuing which constitutes a Default or an Event of Default or would constitute a Default or an Event of Default but for the requirement that notice be given or time elapse or both; and  
  
(e) No Borrower or Guarantor has knowledge of any challenge to Lender's claims arising under the Loan Documents, or to the effectiveness of the Loan Documents.  
  
  
  
  
  
4.Effectiveness. This Amendment shall become effective upon Lender's receipt of each of the following, in each case in form and substance satisfactory to Lender:  
(a)  
this Amendment duly executed by each Borrower, Guarantor and  
Lender; and  
  
(b)  
all other documents, certificates, reports, statements, instruments  
or other documents as Lender may reasonably request.  
  
5.Costs and Expenses. Each Borrower agrees to pay on demand all costs and expenses of Lender in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the fees and out-of-pocket expenses of counsel for Lender with respect thereto).  
  
6.Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and a11 of which taken together shall constitute but one and the same instrument. Delivery of a signature page hereto by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.  
7.Reference to and Effect on the Loan Documents. Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof' or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", thereof' or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.  
  
8.Governing Law. This Amendment shall be deemed to be made pursuant to the laws of the State of Florida with respect to agreements made and to be performed wholly in the State of Florida and shall be construed, interpreted, performed and enforced in accordance therewith.  
9.Final Agreement. This Amendment represents the final agreement between Borrowers, Guarantors and Lender as to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.  
  
I 0. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.  
  
  
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IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Amendment as of the day and year first above written.  
  
BORROWERS: ALICO, INC., a Florida corporation  
  
  
By:  
Name: Xxxx X. Xxxxxxx  
Title: Chief Financial Officer  
  
  
ALICO-AGRI, LTD., a Florida limited partnership  
By:  
Alico, Inc., a Florida corporation, its General Partner  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
ALICO PLANT WORLD, L.L.C., a Florida  
limited liability company  
By: Alico-Agri, Ltd., a Florida limited partne1ship, its Sole Member  
By: Alico, Inc., a Florida corporation, its General Partner  
  
  
  
  
  
  
By:  
Name: Xxxx X. Xxxxxxx  
Title : Chief Financial Officer  
   
  
  
  
ALICO FRUIT COMPANY, LLC, a Florida  
limited liability company  
By:  
Alico, Inc., a Florida corporation, its Managing Member  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
ALICO LAND DEVELOPMENT INC., a  
  
Florida corporation  
  
  
By:   
  
  
Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
ALICO CITRUS NURSERY, LLC, a Florida  
limited liability company  
By:  
Alico, Inc., a Florida corporation, its Managing Member  
  
  
  
  
By:  
  
  
  
  
Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
  
  
  
GUARANTORS: 734 CITRUS HOLDINGS, LLC  
By: ALICO, INC., as its sole member  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
734 HARVEST, LLC  
  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
734 CO-OP XXXXXX, LLC  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
  
  
  
734 LMC XXXXXX, LLC  
  
  
By:  
 Xxxx X. Xxxxxxx  
Chief Financial Officer  
  
  
734 BLP XXXXXX, LLC  
  
  
By:  
  
Name: Xxxx X. Xxxxxxx  
Title: Chief Financial Officer  
  
  
  
  
  
ALICO CHEMICAL SALES, LLC  
  
  
By:  
Nam · Xxxx X. Xxxxxxx  
Title. Chief Financial Officer  
  
  
ALICO SKINK MITIGATION, LLC  
By:  
  
 Name : Xxxx X. Xxxxxxx  
Title: Chief Financial Officer  
  
By: Alico, Inc., its Manager  
  
  
ALICO FRESH FRUIT LLC  
 By:  
Name: Xxxx X. Xxxxxxx  
Title: Chief Financial Officer  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
LENDER: RABO AGRIFINANCE LLC,  
a Delaware limited liability company  
  
  
By:  
Name: Xxxxxxx X Xxxxxx  
Title: Vice President